

# ANNOTATED MINUTES

Monday, August 18, 1997 - 6:00 PM  
Central Library, First Floor, US Bank Meeting Room  
801 SW 10th Avenue, Portland

## PUBLIC HEARING

*Chair Beverly Stein convened the meeting at 6:00 p.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

- PH-1      The Multnomah County Board of Commissioners Will Meet to Take Public Testimony on a Proposed 1998-2003 Library Local Option Levy. [The Board Will Consider Adopting a Resolution Submitting to the Voters in a Countywide Election a Five Year Rate Based Serial Levy to Fund Library Services on Thursday, August 21, 1997.]

**GINNIE COOPER AND DAVE WARREN  
PRESENTATION. ANGEL LOPEZ, SUSAN  
HATHAWAY MARXER, KIMBECK MACCOLL,  
GERALD GAGE, KATHERINE YAMASHITA, LOUIS  
HALL, CRAIG BECKMAN, PENNY HUMMEL, CHET  
ORLOFF, BRIAN BOOTH, JOE JOHNS, SUZANNE  
LEE, NANCY NUSZ, CECILY QUINTANA, THOMAS  
VAUGHAN, PER FAGERENG, DON STERLING,  
CATHY VANZYL, HEIDI VORST, CAROL KNUTSON,  
KEN BRODY AND ROCHELLE CASHDAN  
TESTIMONY IN SUPPORT OF PLACING LIBRARY  
LEVY ON THE NOVEMBER BALLOT, INCREASED  
HOURS, STABLE LIBRARY FUNDING, FUNDING  
FOR THE OREGON HISTORICAL SOCIETY  
LIBRARY, AND ENHANCED CHILDREN'S  
PROGRAMS IN CONJUNCTION WITH THE  
REGIONAL ARTS AND CULTURE COUNCIL.**

*There being no further business, the meeting was adjourned at 7:20 p.m.*

Thursday, August 21, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

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

### **CONSENT CALENDAR**

***AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, CONSENT CALENDAR ITEMS C-1 THROUGH C-10 WERE UNANIMOUSLY APPROVED.***

### **NON-DEPARTMENTAL**

- C-1 Appointment of Richard B. Evans to the MULTNOMAH COUNTY  
DUII COMMUNITY ADVISORY BOARD

### **DISTRICT ATTORNEY'S OFFICE**

- C-2 Renewal of Intergovernmental Agreement 500167 with Tri-Met, Funding  
1 FTE Deputy District Attorney for the Tri-Met Neighborhood Based  
Prosecution Office

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

- C-3 Renewal of Intergovernmental Revenue Agreement 102188 with the  
Housing Authority of Portland, for Support of Drug and Alcohol  
Prevention Services
- C-4 Renewal of Intergovernmental Revenue Agreement 102298 with the City  
of Portland for the Sewer-On-Site Program
- C-5 Renewal of Intergovernmental Revenue Agreement 102358 with the  
Regional Drug Initiative, for Reimbursement of Personnel and Motor Pool  
Expenses

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-6 Intergovernmental Revenue Agreement 300168 with the City of Portland, Bureau of General Services, Consolidating Management of City Custodial Contracts into County Facilities Management Division

C-7 ORDER Authorizing Execution of Deed D981512 Upon Complete Performance of a Contract with Bruce Jackson

***ORDER 97-162.***

C-8 ORDER Authorizing Execution of Deed D981513 for Complete Performance of a Real Estate Purchase and Sale Agreement with Teresita M. Duffy and Timothy Ray

***ORDER 97-163.***

C-9 CS 2-97 Report the Hearings Officer Decision Approving, with Conditions, a Community Service Designation for a Swim and Tennis Center at the Persimmon Country Club Community, on Property Located at 7415 SE HOGAN ROAD, GRESHAM

C-10 LD 6-96 Report the Hearings Officer Decision Denying an Appeal of the Planning Director's Approval of a Land Division Proposal, for Property Located at 11150 SW RIVERWOOD ROAD, PORTLAND

**REGULAR AGENDA**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-11 SEC 13-97 Report the Hearings Officer Decision Approving, with Conditions, a Significant Environmental Concern Permit for Development of a Single Family Dwelling on Lands Designated Rural Residential, for Property Located at 18988 NW KING ROAD, PORTLAND

***AT THE REQUEST OF CHAIR STEIN WHO ADVISED AN APPEAL WAS FILED, AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR 9:30 AM, TUESDAY, SEPTEMBER 30, 1997, TESTIMONY LIMITED TO 20 MINUTES PER SIDE.***

## **PUBLIC COMMENT**

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

*NO ONE WISHED TO COMMENT.*

## **DEPARTMENT OF LIBRARY SERVICES**

R-5            RESOLUTION Submitting to the Voters in a Countywide Election (to be Held November 4, 1997) a Five Year Rate Based Serial Levy to Fund Library Services

*COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. GINNIE COOPER AND COMMISSIONER SALTZMAN EXPLANATION. JOHN CHARLES, MEG VANVALKENBURG, NANCY HAUTH, KEN BRODY, BETTY WALKER, CRAIG BERKMAN, SUSAN HATHAWAY-MARXER, AMY FULLER AND SUNG KIM TESTIMONY IN SUPPORT. MS. COOPER AND DAVE WARREN EXPLANATION AND RESPONSE TO BOARD DISCUSSION. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED AMENDMENT ADDING LANGUAGE TO THE RESOLUTION AND BALLOT TITLE STATING EVERY BRANCH WOULD BE OPEN NO LESS THAN FOUR HOURS ON SUNDAYS. AT THE SUGGESTION OF COUNTY COUNSEL TOM SPONSLER, COMMISSIONERS SALTZMAN AND COLLIER AGREED THE PROPOSED AMENDMENT BE REVISED TO INCLUDE THAT THE ADDITIONAL LANGUAGE BE ADDED TO THE EXPLANATORY STATEMENT. FOLLOWING BOARD DISCUSSION, STAFF DIRECTED TO WORDSMITH THE BALLOT TITLE AND SUMMARY TO INSURE STATUTORY COMPLIANCE. AMENDMENT UNANIMOUSLY APPROVED. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO REMOVE \$5.5 MILLION GENERAL FUND SUPPORT FROM LIBRARY LEVY. COMMISSIONER COLLIER*

**COMMENTS IN SUPPORT OF MOTION. COMMISSIONERS HANSEN, KELLEY, SALTZMAN AND STEIN COMMENTS IN OPPOSITION TO MOTION. MOTION FAILED, WITH COMMISSIONER COLLIER VOTING AYE, AND COMMISSIONES KELLEY, HANSEN, SALTZMAN AND STEIN VOTING NO. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED ADDING \$100,000 TOWARD THE ESTABLISHMENT OF AN EAST COUNTY PRESENCE OUT OF COUNTY CONTRIBUTIONS. COMMISSIONER HANSEN COMMENTS IN SUPPORT. AMENDMENT UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, AMENDMENT REPLACING THE WORD "CHILDREN" FOR "KIDS" AND LANGUAGE CLARIFICATION IN THE LAST SENTENCE OF THE SUMMARY WAS UNANIMOUSLY APPROVED. MS. COOPER RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS IN SUPPORT. RESOLUTION 97-164 UNANIMOUSLY APPROVED, AS AMENDED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**R-10        RESOLUTION Submitting to the Voters in a Countywide Election (to be Held November 4, 1997) an Ordinance Establishing a County Motor Vehicle Registration Fee for Roads and Bridges**

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. LARRY NICHOLAS AND TOM SPONSLEER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CHARLIE HALES, JACK GALLAGHER, PAULINE ANDERSON, KAREN FROST MECEY, GEORGE EIGHMEY, LYNN DINGLER, CATHERINE SOLUM, BRUCE FRAZIER, CHARLES BECKER, DAVID LANDSTROM, PADDY TILLET, M'LOU CHRIST, MICHAEL GILSDORF, GEORGE, HOUSTON, DAVID LOHMAN, PAMELA ALEGRIA, MCKAY RICH AND PETER FRY TESTIMONY IN SUPPORT. FOLLOWING DISCUSSION AND UPON MOTION OF**

**COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, EXPLANATORY STATEMENT AMENDMENT 1 UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, EXPLANATORY STATEMENT AMENDMENT 2 UNANIMOUSLY APPROVED. MR. SPONSLER RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER SALTZMAN COMMENTS IN OPPOSITION. COMMISSIONER COLLIER COMMENTS IN SUPPORT. RESOLUTION 97-165 APPROVED, AS AMENDED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONER SALTZMAN VOTING NO.**

- R-11**      **RESOLUTION Submitting to the Voters in a Countywide Election (to be Held November 4, 1997) an Ordinance Amending the User Fee Schedule for Animal Control Services**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-11. HANK MIGGINS AND RHYS SCHOLLES EXPLANATION. NO ONE WISHED TO TESTIFY. COMMISSIONER COLLIER COMMENTS IN OPPOSITION. COMMISSIONERS HANSEN AND KELLEY COMMENTS IN SUPPORT. COMMISSIONER SALTZMAN COMMENTS IN OPPOSITION. CHAIR STEIN COMMENTS IN SUPPORT. FOLLOWING BOARD DISCUSSION AND UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ALTERNATE EXHIBIT C WAS UNANIMOUSLY APPROVED. RESOLUTION 97-166 APPROVED, AS AMENDED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE, AND COMMISSIONERS COLLIER AND SALTZMAN VOTING NO.**

- R-12**      **RESOLUTION Submitting to the Voters in a Countywide Election (to be Held November 4, 1997) an Ordinance Amending the User Fee Schedule**

for Land Use Proceedings and Administrative Actions to Reflect Actual Costs

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-12. KATHY BUSSE EXPLANATION. NO ONE WISHED TO TESTIFY. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN AMENDMENTS TO EXHIBIT B WERE UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ALTERNATE EXHIBIT C EXPLANATORY STATEMENT WAS UNANIMOUSLY APPROVED. MS. BUSSE AND MR. SPONSLER RESPONSE TO CONCERNS OF COMMISSIONER KELLEY REGARDING COPY FEE CHARGE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, AMENDMENT TO ORDINANCE REMOVING THE COPY FEE CHARGE. MOTION FAILED, WITH COMMISSIONERS KELLEY AND HANSEN VOTING AYE, AND COMMISSIONES COLLIER, SALTZMAN AND STEIN VOTING NO. RESOLUTION 97-167 APPROVED, AS AMENDED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE, AND COMMISSIONERS COLLIER AND SALTZMAN VOTING NO.**

- R-7 PUBLIC HEARING and ORDER Surrendering Jurisdiction to the City of Portland All County Roads within the Areas Annexed to the City of Portland on June 30, 1996

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. BOB THOMAS EXPLANATION. NO ONE WISHED TO TESTIFY. ORDER 97-168 UNANIMOUSLY APPROVED.**

- R-8 Budget Modification DES 1 Appropriating an Additional \$105,535 in Department of Revenue Grant Funds and Authorizing Transfer of \$651,218 from Assessment and Taxation Fund Contingency to the Assessment and Taxation Division Budget to Restore Appraisal and

Clerical Support Staff and Board of Equalization Functions to the Level Needed to Comply with Measure 50

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. KATHY TUNEBERG EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-9 Intergovernmental Agreement 301617 with the City of Gresham, for Construction of Drainage Facilities on SE 182nd Avenue, South of SE McKinley Road

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. JOHN DORST EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

- R-6 PUBLIC HEARING and ORDER Authorizing Execution of Deed D981508 for Purchase of Certain Tax Foreclosed Property by the City of Portland, Office of Transportation, for Road Purposes

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. COMMISSIONER HANSEN EXPLANATION. NO ONE WISHED TO TESTIFY. ORDER 97-169 UNANIMOUSLY APPROVED.**

#### **NON-DEPARTMENTAL**

- R-2 RESOLUTION Extending the Bridge Loan to the Brentwood-Darlington Community Family Resource Center to June 30, 1998
- R-3 First Reading of an ORDINANCE Relating to County Organization; Concerning the Organization and Functions of the Office of County Counsel, and Repealing Ordinance No. 607

#### **DEPARTMENT OF LIBRARY SERVICES**

- R-4 Intergovernmental Agreement 600068 with the University of Oregon Library (Orbis Library Consortium), for a Three Year Subscription to an Online Full Text Database of Hundreds of Magazine Titles



***BOARD CONSENSUS THAT AGENDA ITEMS R-2, R-3 AND R-4 BE CONTINUED TO THURSDAY, AUGUST 28, 1997.***

*There being no further business, the meeting was adjourned at 12:45 p.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

***Deborah L. Bogstad***

Deborah L. Bogstad



## MULTNOMAH COUNTY OREGON

### BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204-1914  
TELEPHONE • (503) 248-3277  
FAX • (503) 248-3013

### BOARD OF COUNTY COMMISSIONERS

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

# MEETINGS OF THE MULTNOMAH COUNTY

## BOARD OF COMMISSIONERS

# AGENDA

## FOR THE WEEK OF

AUGUST 18, 1997 - AUGUST 22, 1997

Monday, August 18, 1997 - 6:00 PM - Public Hearing ..... Page 2

Thursday, August 21, 1997 - 9:30 AM - Regular Meeting ..... Page 2

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

\*Produced through Multnomah Community Television\*

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

AN EQUAL OPPORTUNITY EMPLOYER

Monday, August 18, 1997 - 6:00 PM  
Central Library, First Floor, US Bank Meeting Room  
801 SW 10th Avenue, Portland

## **PUBLIC HEARING**

- PH-1      The Multnomah County Board of Commissioners Will Meet to Take Public Testimony on a Proposed 1998-2003 Library Local Option Levy. [The Board Will Consider Adopting a Resolution Submitting to the Voters in a Countywide Election a Five Year Rate Based Serial Levy to Fund Library Services on Thursday, August 21, 1997.]    2 HOURS REQUESTED.
- 

Thursday, August 21, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

### **NON-DEPARTMENTAL**

- C-1      Appointment of Richard B. Evans to the MULTNOMAH COUNTY DUII COMMUNITY ADVISORY BOARD

### **DISTRICT ATTORNEY'S OFFICE**

- C-2      Renewal of Intergovernmental Agreement 500167 with Tri-Met, Funding 1 FTE Deputy District Attorney for the Tri-Met Neighborhood Based Prosecution Office

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

- C-3      Renewal of Intergovernmental Revenue Agreement 102188 with the Housing Authority of Portland, for Support of Drug and Alcohol Prevention Services

- C-4        Renewal of Intergovernmental Revenue Agreement 102298 with the City of Portland for the Sewer-On-Site Program
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- C-7        ORDER Authorizing Execution of Deed D981512 Upon Complete Performance of a Contract with Bruce Jackson
- C-8        ORDER Authorizing Execution of Deed D981513 for Complete Performance of a Real Estate Purchase and Sale Agreement with Teresita M. Duffy and Timothy Ray
- C-9        CS 2-97    Report the Hearings Officer Decision Approving, with Conditions, a Community Service Designation for a Swim and Tennis Center at the Persimmon Country Club Community, on Property Located at 7415 SE HOGAN ROAD, GRESHAM
- C-10       LD 6-96    Report the Hearings Officer Decision Denying an Appeal of the Planning Director's Approval of a Land Division Proposal, for Property Located at 11150 SW RIVERWOOD ROAD, PORTLAND
- C-11       SEC 13-97 Report the Hearings Officer Decision Approving, with Conditions, a Significant Environmental Concern Permit for Development of a Single Family Dwelling on Lands Designated Rural Residential, for Property Located at 18988 NW KING ROAD, PORTLAND

### **REGULAR AGENDA**

### **PUBLIC COMMENT**

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

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- R-6        PUBLIC HEARING and ORDER Authorizing Execution of Deed D981508 for Purchase of Certain Tax Foreclosed Property by the City of Portland, Office of Transportation, for Road Purposes
- R-7        PUBLIC HEARING and ORDER Surrendering Jurisdiction to the City of Portland All County Roads within the Areas Annexed to the City of Portland on June 30, 1996
- R-8        Budget Modification DES 1 Appropriating an Additional \$105,535 in Department of Revenue Grant Funds and Authorizing Transfer of \$651,218 from Assessment and Taxation Fund Contingency to the Assessment and Taxation Division Budget to Restore Appraisal and Clerical Support Staff and Board of Equalization Functions to the Level Needed to Comply with Measure 50
- R-9        Intergovernmental Agreement 301617 with the City of Gresham, for Construction of Drainage Facilities on SE 182nd Avenue, South of SE McKinley Road

- R-10      RESOLUTION Submitting to the Voters in a Countywide Election **(to be Held November 4, 1997)** an Ordinance Establishing a County Motor Vehicle Registration Fee for Roads and Bridges
- R-11      RESOLUTION Submitting to the Voters in a Countywide Election **(to be Held November 4, 1997)** an Ordinance Amending the User Fee Schedule for Animal Control Services
- R-12      RESOLUTION Submitting to the Voters in a Countywide Election **(to be Held November 4, 1997)** an Ordinance Amending the User Fee Schedule for Land Use Proceedings and Administrative Actions to Reflect Actual Costs

MEETING DATE: AUG 21 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Appointment to Dull Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 8/21/97

AMOUNT OF TIME NEEDED:

Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

### SUGGESTED AGENDA TITLE:

Appointment of Richard B. Evans to the Multnomah County Dull Community Advisory Board, Law Enforcement Position, for a term ending 8/30/99.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER:

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 8 PM 4:11  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County DUII advisory Board

- B. Name Richard B. Evans JR

Address 3700 SE 92nd PO Box 66470

City Portland State OR Zip 97290

Do you live in \_\_\_\_\_ unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County. no

Home Phone (503) 722-1521

- C. Current Employer Oregon State Police

Address 3700 SE 92nd PO Box 66470

City Portland State OR Zip 97290

Your Job Title Senior Trooper

Work Phone 731-3020 (Ext) 432

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

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

I've Been Employed by the Dept. for the  
last Ten years

Umatilla Police Dept 1986 Patrol officer

CONTACT: 

G 



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

Name of Organization	Dates	Responsibilities
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N/A

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
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Clatsop Community College 84 to 86 AA - Criminal Justice

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

Jeanne Canfield 24799 SW OBERST 625-6076 Sherwood OR 97140  
Lt. Charles Hayes 3700 Spicev Dr., Albany OR 97321 967-2011

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

N/A

I. Affirmative Action Information

M / W

sex / racial ethnic background

birth date: Month 8 Day 31 Year 65

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

Signature

Richard B. Ewan

Date 7-23-97

MEETING DATE: AUG 21 1997  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement between the District Attorney's Office and Tri-Met for continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.

**BOARD BRIEFING:**

**DATE REQUESTED:** \_\_\_\_\_

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

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

**REGULAR MEETING:**

**DATE REQUESTED:** 8/14/97

**AMOUNT OF TIME NEEDED:** 1 minute

**DEPARTMENT:** District Attorney **DIVISION:** District Court

**CONTACT:** Tom Simpson **TELEPHONE #:** 248-3863

**BLDG/ROOM #:** 101/600

**PERSON(S) MAKING PRESENTATION:** (consent calendar item)

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Intergovernmental Agreement between the District Attorney's Office and Tri-Met for the continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.

8/27/97 originals to Tom Simpson

**SIGNATURES REQUIRED:**

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

(OR)

**DEPARTMENT MANAGER** Th. S. G.

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 6 AM 8:46  
MULTNOMAH COUNTY  
OREGON



**MICHAEL D. SCHRUNK, District Attorney for Multnomah County**

**600 County Courthouse •Portland, Oregon 97204•503) 248-3162•FAX (503) 248-3643**

**SUPPLEMENTAL STAFF REPORT**

**TO: Board of County Commissioners**

**FROM: Michael D. Schrunk**

**DATE: August 4, 1997**

**RE: Intergovernmental Agreement between the District Attorney's Office for continued funding of 1 FTE deputy district attorney to the Tri-Met neighborhood based prosecution office.**

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1. **Recommendation/Action Requested:**  
**Approval**
2. **Background/Analysis:**  
**The Tri-Met Deputy District Attorney promotes the County and Tri-Met's mutual interest in improving the public safety services for all transit riders in and around Multnomah County. The Tri-Met deputy assists in a variety of prosecutorial, training, legislative, and pro-active activities which are related to the Tri-Met counties' system.**
3. **Financial Impact:**  
**This agreement provides \$65,867 revenue to Multnomah County, which is included in the District Attorney's 1997/98 adopted budget.**
4. **Legal Issues:**  
**ORS 190 provides for intergovernmental agreements.**
5. **Controversial Issues:**  
**None**
6. **Link to Current County Policies:**  
**N/A**
7. **Citizen Participation:**  
**N/A**
8. **Other Government Participation:**  
**Tri-Met**

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [ X ]

Contract # 500167

XPrior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # 1

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY</b></p> <p style="text-align: center;"><b>BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-2</u> DATE <u>8/21/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
---	--	--

Department: District Attorney Division: District Court Date: \_\_\_\_\_

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: \_\_\_\_\_

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: \_\_\_\_\_

Description of Contract: This is an Intergovernmental Agreement between the District Attorney Office and Tri-Met to continue funding 1 FTE deputy DA to the Tri-Met neighborhood based prosecution office.

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

ORS/AR # \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ JMBE ☐ WBE ☐ ESB ☐ JQR ☐ JNA ☐ JNone

Original Contract No. 500167 (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Tri-Met</u></p> <p>Mailing Address: <u>4012 SE 17<sup>th</sup></u> <u>Portland, OR 97202</u></p> <p>Phone: <u>238-3805</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>7/1/97</u></p> <p>Termination Date: <u>6/30/98</u></p> <p>Original Contract Amount: \$ <u>62,619</u> <i>Revenue</i></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>65,867</u> <i>Revenue</i></p> <p>Total Amount of Agreement: \$ <u>128,486</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>16,466.75</u> <input checked="" type="checkbox"/> Other <u>quarterly</u></p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 8-4-97

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 8/4/97

County Chair/Sheriff: [Signature] Date: August 21, 1997

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

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	100	023	2452						Neighborhood DA	65,867	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

## **INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT is between Multnomah County (hereinafter referred to as "County"), by and through the Multnomah County District Attorney's Office and the Tri-County Metropolitan Transportation District of Oregon (Tri-Met).**

### **WITNESSETH:**

#### **Recitals:**

- 1. Tri-Met and County have mutual interest in improving the public safety services for all transit riders in and round Multnomah County; and**
- 2. The Multnomah County District Attorney is prepared to continue a neighborhood-based prosecution project in the area served by Tri-Met; and**
- 3. Tri-Met and County have authority under ORS Chapter 190 to enter into this Agreement; and**
- 4. Sufficient funding is available for the project to operate for the fiscal year beginning July 1, 1997.**

#### **I. Description of Project and Responsibilities**

- 1. The Multnomah County District Attorney shall be completely responsible for the management of the project.**
- 2. The project shall be substantially as outlined in the statement of duties, dated June 1, 1995, which is attached as Exhibit A and hereby incorporated by reference into this Agreement.**
- 3. Tri-Met's federal obligations are outlined in Exhibit B which is attached and incorporated by reference into this agreement.**

#### **II. Term**

**The term of this agreement shall be from July 1, 1997 to June 30, 1998.**

#### **III. Financing**

**Total compensation to County for services provided under this Agreement shall be the sum of \$65,867. Funds provided are to pay for salary, benefits and other expenses incurred by County for performance of the services described in Exhibit A. County shall submit for equal quarterly billings to Tri-Met's Finance Department for payment of the \$65,867 (September 30, 1997; December 31, 1997; March 31, 1998; and June 30, 1998.) Each billing shall contain a reference to Contract No. 95-\_\_\_\_\_, and shall be copied to Tri-Met's Project Manager. County shall be compensated within thirty (30) days after Tri-Met's receipt of an approved invoice.**

#### **IV. Miscellaneous**

##### **A. Law of Oregon**

This agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

##### **B. Maintenance and Inspection of Records**

###### **1. Required records**

Comprehensive records and documentation relating to the work conducted under this Agreement shall be kept by County.

###### **2. Audit and Inspection of Records**

County shall permit the authorized representative of Tri-Met to inspect and audit all data and records of County relating to its performance under this Agreement for a period of three (3) years after expiration of this Agreement.

##### **C. Adherence to law**

County shall adhere to all applicable laws governing its relationships with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements, and all other applicable federal and state laws and regulations.

##### **D. Mutual Indemnification**

In accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies provided for therein, County and Tri-Met mutually agree to defend, hold harmless and indemnify each other for their own negligence and that of their respective directors, officers, employees and agents, against any liability, settlements, costs, losses or expenses in connection with any third party claim, suit or action.

##### **E.. Project Managers**

The County's Project Manager is Deputy District Attorney Wayne Pearson. Tri-Met's Project Manager is Deputy General Counsel Paul Mautner. All routine correspondence and communication regarding this Agreement shall be between the Project Managers.

##### **F. Workers Compensation**

County shall comply with ORS 656.017 which requires subject employers to provide workers' compensation for all subject workers. County warrants that all persons engaged in contract work and subject to the Oregon workers compensation laws are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. County shall indemnify Tri-Met for any liability incurred by Tri-Met as a result of County's breach of the warranty under this Paragraph.

**G. Assignment**

County may not assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement without Tri-Met's prior written consent.

**H. Termination**

**(1) Termination for Convenience**

Tri-Met may terminate this Agreement upon determining that termination is in the public interest, which shall be effective upon delivery of written notice of termination to County. County shall be entitled to payment in accordance with the terms of the Agreement for work completed prior to the notice of termination, and for reasonable contact close-out costs. Within thirty (30) days after termination, County shall submit to Tri-Met's Project Manager an itemized request for such reimbursement. Tri-Met shall not be liable for any costs invoiced after thirty (30) days.

**(2) Termination for Default**

Either Tri-Met or County may terminate this agreement for default. Prior to terminating for default, the non-breaching party shall provide written notice of the default to the other party, specifying the manner in which the party is in default and allowing the party no less than fifteen (15) business days in which to remedy the default. If the default is not remedied within the time specified in the notice, the non-breaching party may terminate all or any part of this Agreement.

**I. No Waiver**

A party's failure to object to any breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Agreement.

**J. Independent Contractor**

County shall be an independent contractor for all purposes, and shall be entitled to no compensation other than the compensation provided for in Paragraph III, Financing.

**K. Federal Funding**

Tri-Met receives funding from the U.S. Department of Transportation, Federal Transit Administration (FTA). This agreement is subject to all provisions required by the FTA to be included in third party agreements, including those provisions set forth in the attached Exhibit B, which is incorporated into and made part of this Agreement.

**L. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Agreement.

**M. Integration**

This Agreement constitutes the entire, complete and final expression of the Agreement of the parties, and may only be modified by mutual written agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

**MULTNOMAH COUNTY, OREGON**

**Department Manager**

By Michael D. Schrunk  
**MICHAEL D. SCHRUNK**  
**Multnomah County District Attorney**

Date: 8-4-97

By Beverly Stein  
**Beverly Stein, Chair**  
**Multnomah County Board of Commissioners**

Date: August 21, 1997

**TRI-MET**

By \_\_\_\_\_

Date: \_\_\_\_\_

**REVIEWED:**

**THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON**

By Matthew O. Ryan  
**Matthew O. Ryan, Deputy County Counsel**

Date: 8/4/97

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 8/21/97  
DEB BOGSTAD  
BOARD CLERK



**ATTACHMENT A**  
**June 1, 1995**

**Duties of Tri-Met Deputy District Attorney**

1. Must perform only transit-related work, per procurement/accounting laws.
2. Provide consulting and assistance in the other counties of Tri-Met system.
3. Provide training to police, employees, as needed.
4. Participate in pro-active projects, community affairs, etc.
5. Be on-call, prepared to advise in handling of crime investigations, arrests, etc., respond to a scene.
6. Participate in Tri-Met meetings, etc., as needed.
7. Visit, observe Tri-Met operations, processes to develop orientation and familiarity. Recommend needed improvements relating to prosecutions of crimes.
8. Evaluate current legislation, develop improvements as pertain to transit security.

## EXHIBIT B

This Exhibit B contains federal provisions required to be included in FTA funded contracts. Federal requirements may be amended from time to time, which amendments will apply to this Contract, unless determined otherwise by the Federal Government. As used in this Exhibit B, the term "Contractor" shall mean the County.

### 1. Disadvantaged Business Enterprises

The DBE goal for this contract is zero percent (0%). Pursuant to 49 CFR 23.43(a), it is the policy of the U.S. Department of Transportation (DOT) and Tri-Met that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Tri-Met or such other remedy as Tri-Met deems appropriate.

### 2. Civil Rights

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal Transit Act at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### B. Equal Employment Opportunity.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirement of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Employment Opportunity," 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to include the above requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 3. Debarred Bidders

Neither Contractor, nor any officer or principal (as defined at 49 C.F.R. § 29.105(p) of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

### 4. Reporting, Record Retention and Access

A. Contractor shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.

- B. Contractor agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Contract. Contractor agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Tri-Met, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Contract for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Contract as it affects the Project. Contractor shall retain all required records for three years after Tri-Met has made final payments and all other pending matters are closed. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Contractor shall require its subcontractors to also comply with the provisions of this Subparagraph (B), and shall include the provisions of this Subparagraph (B) in each of its subcontracts.

5. Lobbying Prohibitions

This contract is subject to 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (2 U.S.C. §1601, et seq.), and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, pursuant to which Tri-Met may not expend funds to pay 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 any of the following covered Federal actions: 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. By signing this contract Contractor agrees to comply with these laws and regulations.

6. No Federal Government Obligation to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

7. False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or Project. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

8. Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

9. Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**END OF EXHIBIT B - FEDERAL REQUIREMENTS**

MEETING DATE: AUG 21 1997  
AGENDA NO: C-3  
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental revenue agreement with the Housing Authority of Portland for support of drug and alcohol prevention services.

**BOARD BRIEFING**

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

**REGULAR MEETING**

Date Requested: Next Available  
Amount of Time Needed: 5 Minutes

**DEPARTMENT:** Community and Family Services  
**CONTACT:** Lorenzo Poe/ Iris Bell

**DIVISION:** \_\_\_\_\_  
**TELEPHONE:** 248-3691

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Lorenzo Poe/ Iris Bell

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Revenue Agreement with the Housing Authority of Portland for Drug and Alcohol Prevention Services**

8/27/97 originals to John Pearson

**SIGNATURES REQUIRED:**

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

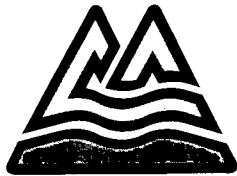
**OR**  
**DEPARTMENT MANAGER:** Lorenzo Poe mbs

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 6 AM 8:40  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Any Questions: Call the Board Clerk @ 248-3277*

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# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 10, 1997

SUBJECT: Intergovernmental Revenue Agreement with the Housing Authority of Portland for Drug and Alcohol Prevention Services

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Revenue Agreement with the Housing Authority of Portland for the period July 1, 1997 through June 30, 1998.

**II. Background/Analysis:** The Multnomah County Department of Community and Family Services has been awarded \$45,384 in Department of Housing and Urban Development funds to participate in the implementation of a Public Housing Drug Elimination program at the Columbia Villa/Tamaracks apartment complex.

**III. Financial Impact:** Funds from this revenue source are included in the Departmental budget and will support one FTE as part of an inter-agency interdisciplinary Drug Elimination Team.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** This Intergovernmental Agreement supports the county's efforts to increase coordination of local services.

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** The Drug Elimination Team is part of an inter-agency interdisciplinary effort.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # **102188**

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Amendment # **0**

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (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 type="checkbox"/> Intergovernmental Agreement over \$25,000 <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-3</u> DATE <u>8/21/97</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: July 10, 1997

Administrative Contact: John Pearson

Phone: 248-3691 ext 22612

Bldg/Room 166/7th

Description of Contract:

**Intergovernmental revenue agreement to support drug and alcohol prevention services.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None  
 Original Contract No. \_\_\_\_\_ (Only for Original Renewals)

<b>Contractor Name: Housing Authority of Portland</b> <b>Mailing Address: 135 S.W. Ash St.</b> <b>Portland, Or. 97204-3540</b> <b>Phone: (503) 228-2178</b> <b>Employer ID# or SS#: 93-6001547</b> <b>Effective Date: July 1, 1997</b> <b>Termination Date: June 30, 1998</b> <b>Original Contract Amount: \$</b> <b>Total Amt of Previous Amendments: \$</b> <b>Amount of Amendment: \$</b> <b>Total Amount of Agreement: \$ 45,384</b>	<b>Remittance Address (if different) _____</b>  <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 7/24/97

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

(Class II Contracts Only) County Counsel: *Ratie Gatz* Date: 7/30/97

County Chair/Sheriff: *Mindy Stein* Date: 8/21/97

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

(Class I, Class II Contracts Only)

VENDOR CODE REV 203				VENDOR NAME Housing Authority of Portland				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	156	010	1260			2794			HAP - Youth A&D	45,384	

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

**DISTRIBUTION: Contracts Administration, Initiator, Finance**

**AGREEMENT FOR DRUG AND ALCOHOL PREVENTION SERVICES  
BETWEEN THE HOUSING AUTHORITY OF PORTLAND  
AND MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY  
SERVICES**

This contract is made and entered into as of July 1, 1997 by and between the Housing Authority of Portland (hereinafter referred to as HAP) and Multnomah County Department of Community and Family Services (hereinafter referred to as THE COUNTY).

**WITNESSETH:**

**WHEREAS** HAP has been funded by HUD to implement a Public Housing Drug Elimination Program which provides for a contract for one Prevention Worker at Columbia Villa/Tamaracks, as a member of the Drug Elimination Team; and

**WHEREAS** THE COUNTY has proposed to supply those services, as described in the HAP RFP and THE COUNTY proposal in response (see attachment 1); and

**WHEREAS** THE COUNTY's proposal, submitted in response to the HAP RFP, was determined by HAP to meet the needs of the Drug Elimination Program for the site named above; therefore

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

1. **Term.**
  - a) This Agreement shall commence on July 1, 1997. It shall terminate on June 30, 1998, unless sooner terminated under the provisions hereof.
2. **THE COUNTY's obligations.**
  - a) THE COUNTY shall make available to the Drug Elimination Team one Youth Prevention Worker (hereinafter referred to as YPW).
  - b) The YPW shall, in conjunction with the other members of the inter-agency inter-disciplinary Drug Elimination Team, implement the Drug Elimination grant as approved by HUD, and as summarized in the HAP RFP, Section 1. Specifically:
    - i) the YPWs shall provide services as described in the HAP RFP Part A, Section 2; and as further described in the COUNTY Proposal, "Discussion of Proposed Approach to Service Provision." (see attachment 1).
  - c) THE COUNTY shall maintain responsibility for the YPWs in matters of professional supervision, standards of performance, discipline and personnel issues.
  - d) THE COUNTY shall insure that YPWs shall maintain records and reports for the purpose of monitoring and evaluating the grant, to be made available to HAP on a

timely basis. These records shall include a monthly activity report, to be provided by the fifth day of the following month. The form and content of these records will be mutually agreed upon by THE COUNTY and HAP, under the general commitments and requirements established in the Drug Elimination Grant and the HAP RFP

- i) Records will include tracking of work directed to the measurable outcomes listed in THE COUNTY's proposal: "Workplan: 2.b) ("Please list your outcome measures.")
- e) Within thirty days of execution of this contract, THE COUNTY shall provide HAP with a current budget for program year 1997, based on THE COUNTY's proposal.
- f) THE COUNTY shall provide HAP with a monthly expenditure report to serve as an invoice, to be available no later than the last day of the following month to:
 

Grant Monitor  
HAP, Housing Services Department  
135 SW Ash Street  
Portland Oregon 97204
- g) THE COUNTY's records, as defined above, shall serve as key measures of performance.
- h) THE COUNTY shall provide all salary, benefits and other eligible expenses (including but not limited to pagers/cell phones, training, program materials, -- e.g. videos, training packs, training related refreshments -- and mileage allowance) to YPWs.
  - i) THE COUNTY shall make available \$1167, within the guidelines of the HAP RFP, Empowerment Funds to Drug Elimination staff.

3. **HAP obligations.**

- a) HAP shall provide office space to support the services performed.
- b) HAP shall provide a program director to coordinate and monitor the contract with THE COUNTY; and to evaluate the program; and shall provide a summary report at the end of the fourth and tenth months, and a full report addressing specific outcome measures at the end of the seventh month.
- c) HAP shall (if appropriate and desirable) train the YPW to issue notices of Trespass on target sites; and shall authorize the YPW, when trained, to issue notice of Trespass.
- d) HAP shall provide compensation to THE COUNTY as detailed in #5 below.



4. **Mutual obligations**

HAP and THE COUNTY shall both collaborate in the development of a Drug Elimination partnership management strategy, working with the three other agencies funded under Drug Elimination to provide Prevention and Intervention services under the Drug Elimination grant. This collaboration will address team coordination by partner managements, site needs assessments, joint staff training and collective accountability for the success of the program.

5. **Compensation.**

- a) HAP will pay THE COUNTY the maximum sum of \$45,384.00 for the services described in this contract. Payment shall be made according to the following procedure:
  - i) THE COUNTY will send HAP a monthly invoice due no later than the fifteenth day of the following month. Included with the invoice should be a report which includes the following:
    - a) total expenditures by budget line item expensed for the current month,
    - b) total expenditures by budget line item expensed for the contract to date,
    - c) total revenues received from HAP contract to date, and
    - d) total matching funds committed to this project for the contract to date.
- b) HAP shall pay the invoice within fifteen days of receipt, provided all applicable monthly activities reports have been received by HAP.
- c) Should THE COUNTY have a staff vacancy in a position funded by this contract, HAP shall not reimburse THE COUNTY for that position until it is filled. Reasonable expenditures for staff recruitment and interviewing will be allowable.

6. **Liability and Indemnification.**

- a) The YPWs shall be employees of THE COUNTY.
- b) THE COUNTY shall indemnify, defend and hold harmless HAP, its officers, employees, agents, and authorized representatives, of all of the foregoing from and against, all claims, suits, actions, legal and administrative proceedings, demands, damages, liabilities, interest, attorney fees, costs and expenses of any kind or nature resulting from or arising out of the acts, errors, or omissions of the YPW and THE COUNTY.
- c) HAP does not assume any liability for the direct payment of any wages, salaries, or other compensation to the YPW performing services pursuant to the terms of this agreement or any other liability not provided for in this agreement.

- d) **INSURANCE** - THE COUNTY shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by THE COUNTY, its agents, representatives, or employees. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without providing thirty (30) days' written notice from the COUNTY or its Insurer(s) to HAP. THE COUNTY shall commence no work under this agreement until all insurance requirements have been met. Evidence of insurance coverage(s) shall be provided as outlined in **attachment B**, including but not limited to, the level and scope of the said coverage with the exception of auto liability. The requirement for THE COUNTY auto liability as listed in part ii) below. If any of the referenced insurance is due to expire before the completion of the work, THE COUNTY will renew or replace such insurance coverage and provide HAP with a certificate of insurance coverage showing compliance with this provision prior to such expiration. In addition:
- i) Workers' Compensation insurance coverage for the YPW, either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof shall be submitted to HAP.
    - a) If THE COUNTY's workers' compensation insurance coverage is due to expire before completion of the work, THE COUNTY will renew or replace such insurance coverage and provide HAP with a certificate of insurance showing compliance with this section prior to such expiration.
  - e) Nothing in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injuries to persons caused by a party's negligence.

7. **Termination.**

- a) Early termination, this agreement may be terminated prior to the expiration of the agreed upon term by either party upon ninety (90) days written notice to the other, delivered by certified mail or in person.
- b) Termination for Default, HAP may terminate this contract with thirty (30) days written notice delivered certified mail or in person, if the Contractor (THE COUNTY) fails to perform as required by this contract.
- c) Payment to THE COUNTY shall be prorated to and include the day of termination.

- d) Termination under any provision of this agreement shall not affect any right, obligation, or liability of THE COUNTY or HAP which accrued prior to such termination.

8. **Access to records.**

- a) HAP shall have access to records that are directly pertinent to this agreement for the purpose of making audit and examination, subject to the constraints of such laws as preclude the release of confidential information. HAP agrees that any audit shall be arranged by contracting the executive director of THE COUNTY or her representative at least ten (10) working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.

9. **Retention of records**

- a) THE COUNTY shall retain all pertinent records associated with this agreement for three years after final payment under the contract or until all audits are complete and claims resolved, which includes but is not limited to:
  - i) maintaining, and keeping on file, sign-in sheets for all classes and activities involving residents on file which shall be available for review, upon request.
  - ii) all records used for tracking and data collection of outcome measures.

10. **Modification.**

- a) Any modification of this agreement shall be reduced to writing and signed by both parties.

11. **General Assurances**

- a) THE COUNTY shall assure compliance with the Equal Employment Opportunity Act, Executive Order 11246 and subsequent amendments.
- b) **Non-Discrimination in Employment.** THE COUNTY attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.
- c) **OMB Circular A-133.** THE COUNTY is determined by HAP to be a sub-recipient of federal funds passed through HAP. THE COUNTY must submit an annual federal compliance audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.
- d) **Americans With Disabilities Act** The contract must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

- e) **Recyclable Products.** The Contract shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- f) **Publicity.** Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the general or specific approval HAP.

12. **Contract administration.**

- a) THE COUNTY Director of Community and Family Services or his designated representative shall represent THE COUNTY in all matters pertaining to the administration of this agreement.
- b) HAP executive director or his designated representative shall represent HAP in all matters pertaining to the administration of this agreement.
- c) Any notice or notices provided for by this agreement or by law to be given or served upon THE COUNTY shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to , The Director, Department of Community and Family Services, 421 SW 6th Avenue, Portland Oregon 97204
- d) HAP and THE COUNTY designated representatives shall meet together with similar representative(s) from other participating agencies in regular bi-monthly meetings to review the program and monitor progress.
- e) Any notice or notices provided for by this agreement or by law to be given or served upon HAP shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to the Executive Director, HAP, 135 SW Ash, Portland OR 97204.

13. **Option to Renew the Contract.**

In accordance with federal HUD regulations, HAP declares its right to exercise its option to offer a renewal of the contract to THE COUNTY for one additional year without undertaking a competitive bid process, subject to the availability of funds and satisfactory performance by THE COUNTY during the life of this contract.

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

## HOUSING AUTHORITY OF PORTLAND

BY Dennis L. West  
Executive DirectorDate: 7/9/97

## MULTNOMAH COUNTY, OREGON

BY Lorenzo Poe Director, Dept. of Community  
& Family ServicesDate: 7/24/97BY 

Beverly Stein, Multnomah County Chair

Date: August 21, 1997

## REVIEWED:

THOMAS SPONSLER, County Counsel for  
Multnomah County, OregonBY 

Katie Gaetjens, Asst. County Counsel

Date: 7/30/97

## APPROVED MULTNOMAH COUNTY

## BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 8/21/97DEB BOGSTAD

BOARD CLERK

Multco97

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished

in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+;VI. Bidders must provide written verification of their insurer's rating.

#### Verification of Coverage

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms, provided those endorsements conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority before work commences in sufficient time to permit contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor in a manner and in such time as to permit Authority to approve them before subcontractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated herein.

MEETING DATE: AUG 21 1997

AGENDA NO: C-4

ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of a Revenue Agreement with the City of Portland for the Sewer-On-Site program.

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

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

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: Next Available

Amount of Time Needed: N/A

**DEPARTMENT:** Community and Family Services

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

**CONTACT:** Lorenzo Poe/Cilla Murray

**TELEPHONE:** 248-3691

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Ratification of a revenue agreement with the City of Portland in the amount of \$60,000 for the Sewer-On-Site program.

8/27/97 ORIGINALS to Patty Doyle

**SIGNATURES REQUIRED:**

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

**OR**  
**DEPARTMENT MANAGER:** Lorenzo Poe ms

CLERK OF  
COUNTY COMMISSIONERS  
97 AUG 13 AM 8:56  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Any Questions: Call the Board Clerk @ 248-3277*



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 31, 1997

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland for the Sewer-On-Site program.

**I. Retroactive:** This revenue agreement is retroactive to July 1, 1997. It was pending funding notification.

**II. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Revenue Agreement with the City of Portland for the period July 1, 1997 through June 30, 1998.

**III. Background/Analysis:** The Department of Child, Youth, Family, Community Action, and Development Programs has received a \$60,000 revenue agreement from the City of Portland, Bureau of Housing and Community Development, to assist 60 low income families with connection to the Mid-County Sewer Project. The City of Portland has provided one quarter's funding until the transition of the program to the City of Portland's Bureau of Environmental Services.

**IV. Financial Impact:** The revenue agreement attached provides \$60,000 for the County.

**V. Legal Issues:** None

**VI. Controversial Issues:** None

**VII. Link to Current County Policies:** The activities are consistent with the Comprehensive Housing Affordability Strategy (CHAS).

**VIII. Citizen Participation:** The sewer hook-up program has been subject to public hearings through the Community Development Block grant citizen participation process and the CHAS hearing process.

**IX. Other Government Participation:** The County sewer hook-up program was designed with the cooperation of two City of Portland bureaus; the Bureau of Housing and Community Development and the Bureau of Environmental Services, Mid-County Sewer Program.



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # **102298**

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Amendment # **O**

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (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 align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>8/21/97</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center"><b>BOARD CLERK</b></p>
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Department: Community & Family Services

Division: \_\_\_\_\_

Date: July 31, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract:

**Revenue agreement with the City of Portland for the Sewer-On-Site program.**

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. \_\_\_\_\_ (Only for Original Renewals)

<p>Contractor Name: <b>City of Portland</b></p> <p>Mailing Address: <b>808 SW 3rd. Ave., Suite 600</b></p> <p align="center"><b>Portland, Oregon 97204</b></p> <p>Phone: <b>(503) 823-2375</b></p> <p>Employer ID# or SS#: <b>93-6002236</b></p> <p>Effective Date: <b>July 1, 1997</b></p> <p>Termination Date: <b>June 30, 1998</b></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <b>\$ 60,000</b></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">Payment Schedule</td> <td style="width:50%; text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Poe* Date: 7/31/97

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

(Class II Contracts Only)

County Counsel: *Katie Gargiulo* Date: 8/11/97

County Chair/Sheriff: *Wally Stein* Date: 8/21/97

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

(Class I, Class II Contracts Only)

VENDOR CODE REV 103				VENDOR NAME City of Portland				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec ind.
	156	010	1220			2160			Revenue	\$60,000	

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

**DISTRIBUTION:** Contracts Administration, Initiator, Finance

**AGREEMENT NO.**

An Agreement between the CITY OF PORTLAND, OREGON (CITY) and Multnomah County Department of Community and Family Services (CONTRACTOR) to administer the Sewer-On-Site (SOS) program.

**RECITALS:**

1. There is a need to provide connection assistance to low-income Portland residents connecting to the Mid-County Sewer Project.
2. The CITY has determined Multnomah County Department of Community and Family Services has the capacity to implement the SOS program on behalf of eligible lower income Portland residents until the transition of the program to the City of Portland's Bureau of Environmental Services.
3. The CITY has allocated in the approved FY 97-98 HCD budget \$252,000 for assistance to 125 low income families for connection to the Mid-County Sewer Project; of which \$60,000 will be allocated to Multnomah County Department of Community and Family Services to assist 25 families in the first quarter of FY 97-98.
4. The CITY has determined that there are available Community Development Block Grant (CDBG) Funds available through the FY 97-98 HCD budget.
5. The CITY now wishes to enter into an agreement with the Multnomah County Department of Community and Family Services for \$60,000 in CDBG to provide connection assistance under the SOS program.

**AGREED:**

- I. Scope of Services  
Multnomah County Department of Community and Family Services will oversee the delivery of CDBG-funded housing assistance for households in need of connecting to City sewer due to emergency or urgent situations, and to other low/moderate income residents who are at the end of their deferment period provided funding is available.
  - A. The City will reimburse the County for connection assistance for the twenty-five low- and moderate-income households who have an obligation of funding during the first quarter of FY 97-98. The County will also provide connection assistance

to those emergency or urgent connections specified by the Mid-County Sewer Connection Program.

- B. The County will work with the Bureau of Environmental Services (BES) on the transition of the SOS program to BES.

## II. Performance Measures

- A. CONTRACTOR will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this agreement:  
Connection Assistance provided to twenty-five (25) low and moderate income households
- B. CONTRACTOR will track and report on achievement of the following accomplishments (outcomes) by program and in the aggregate during the period of this agreement:  
Connection Assistance provided to twenty-five (25) low and moderate income households

## III. Periodic Reporting

- A. CONTRACTOR will submit program reports on a quarterly basis. Reports will be submitted using the report form attached as Attachment C will include:

Demographic data regarding income, racial, ethnic, female head-of-household, for all low and moderate income beneficiaries.

Performance data related to Section III using the report form attached as Attachment C.

Program reports will be due within 30 days of the end of the reporting period on the following dates:

- B. Financial reports will be submitted within 30 days of the end of the reporting period using the invoice form attached as Attachment B on the dates listed above and will include:  
Program expenditures for the period by line item;
- C. The progress report must accompany the billing in order for the billing to be paid.

**IV. Compensation, Method of Payment & Audit Requirement**

**A. The City will reimburse the Contractor for actual or anticipated expenses in accordance with the Budget (Attachment A). Funds will be disbursed to the Contractor for:**

- 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or**
- 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.**

**The City will reimburse the Contractor for expenses in accordance with the budget (Attachment A) upon receipt of an itemized statement of expenditures. The Contractor will maintain documentation of all expenses and make such records available for inspection by the City upon request.**

- B. All funds received by the Contractor, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.**
- C. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new line items or amounts.**
- D. No funds under this Agreement may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.**
- E. The payments made under this Agreement 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.**
- F. Total compensation under this Agreement shall not exceed SIXTY THOUSAND DOLLARS (\$60,000)**
- G. An audit of this project in accordance with OMB Circular A-133 is not required. The Contractor will provide a copy of the completed audit, including any management letter, to the City within 30 days of receiving it.**

**V. City Project Manager**

**A. The CITY Project Manager shall be Robert Bole, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.**

- B. The CITY Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

**VI. General Contract Provisions**

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an

opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

- H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit,

and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

- K. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.

- L. **WORKERS' COMPENSATION INSURANCE.**

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this

Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), **EARLY TERMINATION OF AGREEMENT**, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT.** The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS.** The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.



P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(a).** The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

Q. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.

T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

U. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing & Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such

contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$18,500.00.

- BB. **FLOOD DISASTER PROTECTION.** The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. **LEAD-BASED PAINT.** The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 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. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TARGETING. Each year the City designates target areas, which receive focused services through the Bureau of Housing & Community Development. As appropriate, the Contractor may be asked to provide marketing and outreach for its services and/or collect demographic information on its clients, relative to these target areas. Boundaries of target areas will be provided to any Contractor who is asked to such information and assistance.

II. TRAINING. The Bureau of Housing & Community Development will provide training for all new Contractors and for Contractors who have experienced significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.

VII. Period of Agreement

The term of this Agreement shall be effective as of July 1st, 1997-and shall remain in effect during any period CONTRACTOR has control over Housing & Community Development funds, including program income. Work by CONTRACTOR shall be completed as of September 30th, 1997.

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

**CITY OF PORTLAND**

\_\_\_\_\_  
Gretchen Miller Kafoury  
Commissioner of Public Affairs

**MULTNOMAH COUNTY**

  
Beverly Stein  
Chair

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Rogers  
City Attorney

  
for Thomas Sponsler  
County Counsel

Attachment A: Budget  
Attachment B: Invoice Form  
Attachment C: Progress Report Form

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-4 DATE 8/21/97  
DEB BOGSTAD  
BOARD CLERK

**ATTACHMENT A**

**BUDGET**

**Multnomah County Department of Family Services  
Sewer-On-Site Program  
FY 1997-1998**

Sewer Hook-up Loans	\$ 48,000
Administration	\$12,000
<b>TOTAL</b>	<b>\$60,000</b>

**ATTACHMENT B****Multnomah County Department of Community and Family Services****BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT****REQUEST FOR PAYMENT\***

Project Name: \_\_\_\_\_ Request For Payment # \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Billing Period: \_\_\_\_\_

<b>Budget Category</b>	<b>Contracted Budget</b>	<b>Amount This Bill</b>	<b>Amount Billed to Date</b>	<b>Balance</b>
<b>Personnel</b>				
<b>Program Expenses</b>				
<b>Other</b>				
<b>Subtotal</b>	-----	Only Include	These Lines	-----
<b>Program Income</b>	-----	If Program	Income Relevant	-----
<b>TOTAL</b>				

Please attach detailed information as specified in the contract

Total Amount Requested \_\_\_\_\_

Prepared By \_\_\_\_\_ Phone No. \_\_\_\_\_

Approved By \_\_\_\_\_

\*NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.

**Multnomah County Department of Community and Family Services  
SOS Program  
Project Report  
BENEFICIARY DATA**

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

Individual Beneficiaries

Household Beneficiaries

(check one)

Participant Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Y-T-D
-------------------------	-------------	-------------	-------------	-------------	-------

1. Gender Males					
Females					
Gender Total*					

2. Ethnicity African American					
Asian					
European American					
Hispanic					
Native American					
Ethnicity Total*					

3. Income Over 80% of M.I.					
80% - 51% of M.I.					
< 50% of M.I.					
Income Total*					

4. Residence N/NE Portland					
SE Portland					
NW Portland					
SW Portland					
Other					
Residence Total*					

(\*Totals should equal one another)

**Multnomah County Department of Community and Family Services  
SOS Program**

**Reporting Period** From: \_\_\_\_\_ To: \_\_\_\_\_

**PERFORMANCE DATA**

	1st Quarter	Total Goal
<b>Outputs</b>		
# low/mod sewer connections		25
# low/mod emergency connections		
<b>Outcomes</b>		
# low/mod sewer connections		25
# low/mod emergency connections		

Progress Narrative: Describe noteworthy activities as well as lessons learned and recommended future changes.



MEETING DATE: AUG 21 1997

AGENDA NO: C-5

ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Renewal of intergovernmental revenue agreement between Regional Drug Initiative and Department of Community and Family Services for support of staff dedicated to the Initiative.

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

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

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: Next Available

Amount of Time Needed: N/A

**DEPARTMENT:** Community and Family Services

**CONTACT:** Lorenzo Poe/Norma Jeager

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

**TELEPHONE:** 248-3691

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental agreement between Regional Drug Initiative and Department of Community and Family Services.

8/27/97 ORIGINALS to SARA FX

**SIGNATURES REQUIRED:**

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

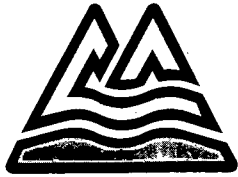
OR

**DEPARTMENT MANAGER:** Lorenzo Poe ms

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 AM 8:56  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Department of Community and Family Services  
DATE: July 31, 1997  
SUBJECT: Intergovernmental Revenue Agreement between Regional Drug Initiative and Department of Community and Family Services

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of this agreement with RDI for the period July 1, 1997 through June 30, 1998.

**II. Background/Analysis:** This agreement between the Regional Drug Initiative (RDI) and the Department of Community And Family Services, Behavioral Health Program renews the partnership between the two organizations in this multi-agency effort to combat abuse in Multnomah County. RDI reimburses the County for approximately 4.58 Department FTE and associated motor pool expenses.

**III. Financial Impact:** This amendment supplies up to \$257,511 in funding to the County from the Regional Drug Initiative to support staff and motor pool expenses.

**IV. Legal Issues:** N/A

**V. Controversial Issues:** N/A

**VI. Link to Current County Policies:** This agreement is in keeping with the County's commitment to reducing the impact of drug abuse on families and to participate in multi-agency efforts to address urgent benchmarks.

**VII. Citizen Participation:** The Regional Drug Initiative is governed by a task force comprised of a cross section of persons from the public and private sectors.

**VIII. Other Government Participation:** The Portland Public School District, Multnomah County School Districts, City of Gresham Police Department, Multnomah County Sheriff's Office, City of Portland and Clackamas County are all partners in support of this initiative.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [ X ]

Prior-Approved Contract Boilerplate: Attached; XX Not Attached

Contract # 102358

Amendment # 0

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (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 align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>8/21/97</u></p> <p align="center"><u>DEB BOGSTAD</u> <b>BOARD CLERK</b></p>
--	---	--

Department: Community & Family Services

Division: \_\_\_\_\_

Date: July 31, 1997

Administrative Contact: Sara D. Fix

Phone: 248-3691 ext. 83981

Bldg/Room 166/7th

Description of Contract:

Revenue agreement to reimburse County for personnel and motor pool expenses for the  
Regional Drug Initiative.

RFP/BID #: N/A

Date of RFP/BID: \_\_\_\_\_

Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. 102907 (Only for Original Renewals)

<p>Contractor Name: <b>Regional Drug Initiative</b></p> <p>Mailing Address: <b>522 SW 5th, Suite 1310</b></p> <p>Phone: <b>(503) 294-7074 (Fax 294-7044)</b></p> <p>Employer ID# or SS#: <b>N/A</b></p> <p>Effective Date: <b>July 1, 1997</b></p> <p>Termination Date: <b>June 30, 1998</b></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <b>\$ 257,511</b></p>	<p>Remittance Address (if different) _____</p> <p align="center"><b>Payment Schedule</b> <span style="float: right;"><b>Terms</b></span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Expenditures</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: Lorenzo Paez

Date: 7/31/97

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

Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: Katie Gatzert

Date: 8/12/97

County Chair/Sheriff: Kelly O'Brien

Date: 8/21/97

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

Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE: NA				VENDOR NAME: Regional Drug Initiative				TOTAL AMOUNT: \$ 257,511			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc./Dec Ind.
01	156	010	1666			2102		9102F	Revenue	257,511	

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

## AGREEMENT

An agreement between the Regional Drug Initiative ("RDI") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative.

### RECITALS:

1. The Regional Drug Initiative, a legal entity formed by intergovernmental Agreement, pursuant to ORS 190.010(5), (RDI) seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in Multnomah County.
2. The County (Contractor) seeks to enter into an agreement with RDI to delineate the means by which the County will be reimbursed for personnel and motor pool costs for RDI staff.
3. The period of the contract is from July 1, 1997 through June 30 1998.

### AGREED:

#### I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

#### II. Compensation and Method of Payment

The County (Contractor) will be compensated by RDI for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 1997 through June 30, 1998, shall not exceed \$257,511. Personnel costs shall be for the following positions:

Program Administrator	1.00 FTE
Senior Office Assistant	1.00 FTE
Program Development Specialist	1.00 FTE
Program Development Specialist	.58 FTE
Program Development Specialist (TBN)	1.00 FTE

Estimated motor pool costs are \$1,200.

### III. Project Manager

The RDI Project Manager shall be Carol Stone or such other person as shall be designated in writing by the RDI Chair, Charles A. Moose.

The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other RDI actions referred herein.

### IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, RDI shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of RDI, become the property of RDI and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to RDI for damage sustained by RDI by virtue of any breach of the Agreement by the Contractor, and RDI may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RDI from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** RDI and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by RDI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.
- C. **REMEDIES.** In the event of termination under Section A hereof by RDI due to a breach by the Contractor, then RDI may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to RDI the amount of excess.

The remedies provided to RDI under Section A and C hereof for a breach by the Contractor shall not be exclusive. RDI also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Agreement by RDI, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

- D. **CHANGES.** RDI may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contract must be approved by the RDI Task Force.
- E. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to RDI. RDI or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.
- F. **AUDIT OF PAYMENTS.** RDI, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to RDI.

- G. **INDEMNIFICATION.** The Contractor shall hold harmless, defend, and indemnify RDI and RDI's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement. Contractors indemnification obligation is subject to, and within the limits of, the Oregon Tort Claims Act, ORS 30.260 through 30.300.
- H. **LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and RDI actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$50,000 for each occurrence involving property damages; or a single limit policy of not less than \$50,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured RDI and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to RDI Project Manager. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with RDI a certificate of insurance certifying the coverage required under this section. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by RDI.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide RDI such further certification of worker's compensation insurance as renewals of said insurance occur. In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- J. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of RDI. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding RDI approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and RDI shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of RDI.

- K. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of RDI and are not eligible for any benefits through RDI, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- L. **REPORTING REQUIREMENTS.** No RDI officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.

M. No RDI officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

N. **CONTRACT ADMINISTRATION.** The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

O. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon.

Any litigation between RDI and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

P. **AVAILABILITY OF FUNDS.** It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by RDI solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, RDI reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.



V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1997 and ending June 30, 1998.

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

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

REGIONAL DRUG INITIATIVE:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Chief Charles A. Moose, Ph.D.,  
RDI Chair

By \_\_\_\_\_  
Norma Jaeger Date  
Operations Manager  
Department of Community  
and Family Services

By \_\_\_\_\_  
John Trachtenberg Date  
RDI Vice Chair

By Lorenzo Poe, Jr. 7/31/97  
Lorenzo Z. Poe, Jr. Date  
Director  
Department of Community  
and Family Services

By Beverly Stein 8/21/97  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

Thomas Sponsler, County  
Counsel for Multnomah County, Oregon

By Katie Gaetjens 8/12/97  
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 8/21/97  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: AUG 21 1997

AGENDA #: C-6

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: City of Portland/Multnomah County IGA which consolidates management of City custodial contracts into County Facilities Management Division.

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: First available meeting date

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DES

DIVISION: Facilities Management

CONTACT: Robert Kieta

TELEPHONE #: 26245

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Consent calendar

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

IGA with City of Portland for custodial contracts management.

8/27/97 original & copy to Bob Kieta; original to Steve Green @ contracts Admin & Toni Anderson @ Portland Auditor's Office

#### SIGNATURES REQUIRED:

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

(OR)

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

Larry K. Nicholas / pro

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 6 AM 8:45  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the

Board Clerk 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

TO: Board of County Commissioners

FROM: Department of Environmental Services  
Facilities and Property Management Division

DATE: July 24, 1997

RE: City of Portland/Multnomah County consolidation of custodial services Management

1. Recommendation/Action Requested:

Request Board to approve the IGA between Multnomah County and City of Portland which consolidates Management of Custodial Services under Multnomah County Facilities and Property Management Division.

2. Background/Analysis:

City of Portland's Custodial Contracts Manager retired on July 1, 1997. Multnomah County Facilities and Property Management Division suggested as part of a cost saving/consolidation recommendation that Multnomah County would manage City Custodial contracts covering 31 facilities. This consolidation will save the City money related to filling their vacant position as well as help Multnomah County Facilities and Property Management reduce our overhead charges to our customers by increasing our base.

3. Financial Impact:

Multnomah County Facilities and Property Management will generate revenue of approximately \$46,000 based on the estimated value of City Custodial Contracts (\$720,000).

4. Legal Issues:

None Known.

5. Controversial Issues:

None Known.

6. Link to Current County Policies:

Implementing cost savings strategies moving towards increasing partnerships with other government agencies.

7. Citizen Participation:

N/A

8. Other Government Participation:

City of Portland is contracting with Multnomah County to Provide Contract Management Services.



**OFFICE OF CITY AUDITOR**  
**CITY OF PORTLAND**  
Barbara Clark, City Auditor  
Council/Contracts Division  
Phone: (503) 823-4082

**Mailing Address:**  
1220 SW 5th, Room 202  
Portland, Oregon 97204  
**Fax: (503) 823-2066 or (503) 823-4571**  
Email: TAnderson@ci.portland.or.us

**Walk-in:**  
1400 SW 5th, Room 401  
Portland, Oregon

July 16, 1997

Deb Bogstad, Board Clerk  
Multnomah County Commission  
1120 SW 5th Ave, Room 1510  
Portland OR 97204

Dear Ms. Bogstad:

Enclosed are triplicate copies of Intergovernmental Agreement with reference to Facilities custodial contract management services, as authorized by Ordinance No. 171363.

Will you please have the Chair Person of the Multnomah County Commission sign all copies of the contract which have already been executed by the City of Portland officials and **return one copy to the Auditor, Room 202, City Hall, Portland OR 97204.**

Your assistance in this matter will be greatly appreciated.

Sincerely,

Tori M Anderson  
Deputy Auditor

TMA\nlq  
Enclosure(s)

BOARD OF  
COUNTY COMMISSIONERS  
97 JUL 22 AM 11:12  
MULTNOMAH COUNTY  
OREGON

**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300168

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 checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>Revenue</b> <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>C-6</u> DATE <u>8/21/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Environmental Services Division Facilities Mgmt. Date 7-31-97Contract Originator Robert Kieta Phone 26245 Bldg/Room 421/3rdAdministrative Contact Diane Long-Seaton Phone 248-3322 Bldg/Room 421/3rdDescription of Contract City of Portland/Multnomah County IGA which consolidates management of City custodial contracts into County Facilities Management Division.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF N/AContractor Name City of Portland (Bureau of Gen. Serv.)Mailing Address 1120 SW Fifth Ave., Rm 1204  
Portland, OR 97204Phone 823-6967

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

Effective Date July 1, 1997Termination Date June 30, 1999Original Contract Amount \$ 6.5% of contract costTotal Amount of Previous Amendments \$ 0.00Amount of Amendment \$ 0.00Total Amount of Agreement \$ 6.5% of contract costRemittance 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 Larry F. NicholasPurchasing Director  
(Class II Contracts Only) \_\_\_\_\_

County Counsel \_\_\_\_\_

County Chair / Sheriff \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Encumber: Yes ☐ No ☐Date 8/4/97

Date \_\_\_\_\_

Date 8/5/97Date August 21, 1997

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
FOR FACILITIES CUSTODIAL CONTRACT MANAGEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY".

**WITNESSETH:**

WHEREAS, City of Portland Facilities Management requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY's Division of Facilities and Property Management is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. TERM

This Agreement shall become effective July 1, 1997, and shall expire June 30, 1999, unless sooner terminated under the provisions hereof.

2. SERVICES

COUNTY's services under this agreement shall consist of the following:

- A. Manage CITY Facilities custodial contracts (Attachment "A") and take all actions as needed to maintain contract compliance within County purchasing requirements. Align and package custodial service contracts with existing County contracts to reduce total number of contracts and eliminate need for increasing administrative staff.
- B. Make regular monthly inspections at five high use facilities. Remaining facilities will be managed by County Facilities Contracts Section ensuring contractor compliance with establishing complaint logbooks (on-site) and monitoring performance with random inspections. Client meetings will be set on an as needed basis. Complete facilities list included as Attachment "A".
- C. Client needs will be assessed with baseline surveys, followed up within 60 days of new contractor starts and with annual surveys during the two year term of this contract. Results will be documented and submitted to the CITY for distribution.
- D. Meet with City Facilities Management monthly and others as specially requested.
- E. Prepare and submit to CITY, annual budget requirements for custodial services.
- F. Provide contractors with the consumable supplies through CITY direct vendor ordering system.
- G. At the request of City Facilities Management, coordinate and inspect carpet cleaning as directed by the client.
- H. Invoice CITY each month with individual invoices which will include a itemized breakdown of base services, COUNTY markup and special request. Base charge will be contractors direct contract cost.

- I. Provide quarterly reports to City and County Facilities Management Directors regarding pilot program status.
- J. Provide estimates when requested for managing additional CITY service contracts i.e. Fire extinguisher maintenance, carpet cleaning, refuse/recycle, pest control etc.
- K. Monitor Contractor compliance with OSHA required MSDS program, Bloodborne Pathogens Program, and other requirements contained within the contract/bid specification.

3. COMPENSATION

- A. CITY agrees to pay COUNTY a 6.5% markup for the performance of those services provided hereunder, which payment shall be based upon the following terms:
  - 1) COUNTY will bill CITY for direct contract cost plus 6.5%.
  - 2) CITY will reimburse COUNTY monthly upon receipt of a billing invoice.
  - 3) Payment terms will be net 30 days.
- B. CITY 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 CITY in the amounts anticipated, either COUNTY or CITY may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. CITY will notify COUNTY as soon as it receives such notification from funding source. Termination will not affect City's obligation to pay for services under this agreement provided prior to the effective date of the termination.



**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

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

2. INDEMNIFICATION

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

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

3. WORKERS' COMPENSATION INSURANCE

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

4. TAXPAYER IDENTIFICATION NUMBER

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

5. SUBCONTRACTS AND ASSIGNMENT

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder without obtaining prior written approval from CITY.

6. RECORD CONFIDENTIALITY

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

7. ACCESS TO RECORDS

CITY's authorized representatives shall have access, upon reasonable request and during regular office hours, to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

8. ADHERENCE TO LAW

In connection with their activities under this Agreement, COUNTY and CITY agree to adhere to all applicable federal, state and local laws, including but not limited to laws, rules, regulations and policies concerning equal employment opportunity, affirmative action, workers' compensation, minimum and prevailing wage requirements, and nondiscrimination in service delivery.

9. MODIFICATION

Any amendments to the provisions of this Agreement, whether initiated by COUNTY or CITY, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

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

- 1) Immediately by 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 to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against CITY under this Agreement.

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

12. LITIGATION

A. CITY shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CITY or any subcontractor of which CITY may be aware which may result in litigation related in any way to this Agreement.

B. COUNTY shall give CITY immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

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

14. INTEGRATION

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

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

CITY OF PORTLAND

By [Signature]

Title Commissioner of Public Utilities

Date 7-14-97

MULTNOMAH COUNTY, OREGON

By [Signature]

Beverly Stein, Multnomah County Chair  
Date August 21, 1997

By [Signature]

Title AUDITOR

Date 7/14/97

DEPARTMENT OF ENVIRONMENTAL SERVICES

By [Signature]

Larry Nicholas, Director

Date 8/9/97

By [Signature]

Division Manager

Date 8/24/97

APPROVED AS TO FORM:

By [Signature]

Title Asst. City Attorney

Date 6-23-97

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 8/21/97

DEB BOGSTAD

BOARD CLERK

REVIEWED:

County Counsel for Multnomah County, Oregon

By [Signature]

John Thomas, Assistant County Counsel

Date 6/24/97

"A"

AU NAME	CONTRACT NUMBER (4)	FACILITY	SQ. FT.
Police	50352	Neighborhood Offices 4 -	-
<i>High USE</i>		Justice Center	171,200
	50352	Property Warehouse	-
	40217	Vehicle Storage lot	-
	40218	Police Traffic (Font & Davis)	-
	40293	Equestrian Division	-
BES	40208	Mid County Sewer Project	14,900
	50353	Materials Testing Lab	3,555
Transportation	40348	Kerby Building	24,000
Water	50243	Interstate Yard (WO Lab)	41,875 (3)
	40198	Sandy River Station	1,940
	40198	Bull Run Headworks	4,000
Fleet Services	40217	Powell Garage	-
	50243	Interstate Garage	41,875 (3)
	40354	Kerby Garage	-
		Kelly Butte	-
		21st & Pacific	-
Auditor	40205	Records Center	8,375
Autoport	40190	Commercial Space	9,408
	40224	Parking Garage	-
Facilities Services	50325 <i>H</i>	Portland Building	412,000
		Interim City Hall (3 mth. only)	

AU NAME	CONTRACT NUMBER (4)	FACILITY	SQ. FT.
Police	50174	North Precinct	-
		Southeast Precinct	20,000
	40290	Northeast Precinct	36,000
		East Precinct	22,900
Facilities Services	50321	Portland Comm Cntr (911)	38,530
BES	50039	Tryon Creek WW Treatment	1,925
		Water Pollution Control	-
Parking Facilities	40218	Front & Davis Commercial	-
	40218	10th & Yamhill Commercial	-
	40218	3rd & Alder Commercial	-
	40218	Front & Davis Parking Garage	-
		TPB Parking Garage	-

**ORDINANCE NO.**

**17 1363**

**\*Authorize an Agreement with Multnomah County to manage custodial services for City owned facilities (Ordinance)**

The City of Portland ordains:

**Section 1. The Council finds:**

1. The City has contracted with private contractors to provide janitorial services to City owned buildings for many years, and the Bureau of General Services (BGS) has managed those contracts on behalf of City bureaus.
2. As part of the FY 1997-98 budget process, BGS investigated a number of cost saving proposals. This included asking Multnomah County Facilities Division to propose how they could provide custodial contract management services to the City.
3. The County's proposal saved the City money in comparison to BGS continuing the service.
4. Contracting with the County furthers the City Council's objective of promoting functional consolidation with the County wherever that benefits City taxpayers, as is the case here.
5. The County's customers report a significant improvement in the quality of the custodial service they have received under the current County Facilities' management program. The County's proposal includes appropriate guarantees that the City's service quality will also improve.
6. Employees of custodial contractors (including the contractors that will perform custodial services on City facilities pursuant to this Agreement) are subject to the City's Fair Wages policy (Ordinance #170222). Multnomah County participated with the City in the development of that policy, but has chosen to implement the policy differently. Specifically, as part of the contractor selection process, they require proposers to state the wages and benefits they provide to their employees. They award contracts based in part on the contractor's total compensation package. The practical effect of this is that the County's custodial contractor employees in some cases may earn a wage that is less than is required by the City's Fair Wages policy, but that in every case their total compensation exceeds the City's level. The Commissioner of Public Utilities has approved an exemption to the City's policy based on this fact.
7. Funding for this contract is included in the FY 1997-98 budget.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the Auditor are authorized to execute an Intergovernmental Agreement with Multnomah County, in a similar form as Exhibit A attached, to provide custodial contract management services.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the Facilities Services budget when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because it is necessary to continue custodial services without interruption; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council,  
Commissioner Francesconi  
Stephen Goodrich  
June 25, 1997

JUL 02 1997

Page 2 of 2

BARBARA CLARK  
Auditor of the City of Portland  
By *Brita Olson* Deputy

MEETING DATE: AUG 21 1997

AGENDA NO: C-7

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: **Request Approval of Deed to Contract Purchaser for Completion of Contract.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, BRUCE JACKSON, for completion of Contract #14063 (**Property repurchased by former owner**).

Deed D981512 and Board Order attached.

8/27/97 ORIGINAL Deed & copies of all to  
Tax Title

**SIGNATURES REQUIRED:**

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

(OR)  
DEPARTMENT MANAGER: K A Tuneberg Lou E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 7 PM 11:15  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981512  
Upon Complete Performance of a Contract  
with BRUCE JACKSON

} ORDER  
97- 162

WHEREAS, on August 21, 1979, Multnomah County entered into a contract with BRUCE JACKSON for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 6, BLOCK 26, KINGS 2ND ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 21st day of August, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

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



DEED D981512

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

LOT 6, BLOCK 26, KINGS 2ND ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,271.88.

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

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

BRUCE JACKSON  
2424 NW LOVEJOY  
PORTLAND, OR 97210

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By *Matthew O. Ryan*

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By *K. A. Tuneberg*

Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

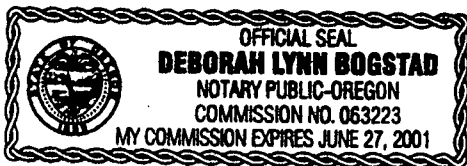
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 21st day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 21 1997  
AGENDA NO: C-8  
ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Purchaser for Completion of Sale & Purchase Agreement.

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

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Approval of deed to purchaser for completion of Sale & Purchase Agreement (Property by TERESITA M. DUFFY and TIMOTHY RAY purchased at June 13, 1997 auction).

Deed D981513 and Board Order attached.

8/27/97 original deed & copies of all to  
TAX title

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: Lance E. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 7 PM 1:16  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
(Any Questions: Call the Board Clerk at 248-3277)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed D981513  
for Complete Performance of a Real Estate  
Purchase & Sale Agreement with

TERESITA M. DUFFY  
and TIMOTHY RAY

ORDER  
97- 163

It appearing that heretofore, on July 17, 1997, Multnomah County entered into a agreement with TERESITA M. DUFFY and TIMOTHY RAY for the sale of the real property hereinafter described; and

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

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

LOT 39, BLOCK 14, ALBINA, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 21st day of August, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

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

DEED D981513

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TERESITA M. DUFFY and TIMOTHY RAY, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 39, BLOCK 14, ALBINA, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$106,000.00.

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

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

TERESITA M. DUFFY  
TIMOTHY RAY  
2615 NE 20TH  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

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

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg  
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

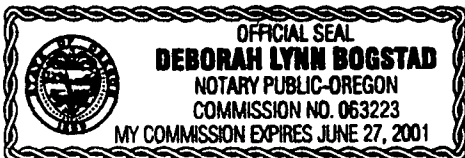
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 21st day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

Meeting Date: AUG 21 1997  
Agenda No: C-9  
Est. Start Time: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Report to the Board the Hearings Officer's decision on CS 2-97.

**BOARD BRIEFING**      Date Requested:  
                                 Amt. of Time Needed:  
                                 Requested By:

**REGULAR MEETING**      Date Requested:      August 21 1997  
                                 Amt. of Time Needed:      5 minutes

**DEPARTMENT:**      DES      **DIVISION:** Transportation & Land Use Planning  
**CONTACT:**      Susan Muir      **TELEPHONE:** 248-3043  
                                 **BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Stuart Farmer

### ACTION REQUESTED

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

### SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding an approval of a Community Service Use, subject to conditions.

### SIGNATURES REQUIRED

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB [Signature] Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 6 AM 11:50  
MULTNOMAH COUNTY  
OREGON



BOARD HEARING OF AUGUST 14, 1997

TIME 9:30am

CASE NAME Persimmon Community Swim/Tennis Center

NUMBER CS 2-97

1. Applicant Name/Address

CGC Inc.  
500 Se Butler  
Gresham, OR 97080

2. Action Requested by Applicant

Approval of a Community Service for a swim and tennis center at the Persimmon Golf Course Community.

3. Planning Staff Recommendation

Approval, subject to conditions, of a Community Service Permit.

4. Hearings Officer Decision

Approval, subject to conditions, of a approval of a Community Service for a swim and tennis center at the Persimmon Golf Course Community.

5. If recommendation and decision are different, why?

N/A

ISSUES

*(who raised them?)*

6. The following issues were raised

No significant issues were raised through the Hearings procedure.

7. Do any of these issues have policy implications? Explain.

No policy implications have been identified.

Action Requested of Board

☒ Affirm Hearings Officer Dec.

☐ Hearing/Rehearing

Scope of Review

On the record

☐ De Novo

☐ New information allowed



BEFORE THE LAND USE HEARINGS OFFICER  
FOR MULTNOMAH COUNTY, OREGON

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**Hearings Officer's Decision**

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**Case File:** CS 2-97

**Hearings Officer:** Liz Fancher

**Hearing Time and Place:** Wednesday, July 16, 1997, 9:00 a.m., Room 111,  
2115 SE Morrison, Portland

**Proposed Action and Use:** Applicant requests Community Service Approval for a Swim and  
Tennis Center for members and residents of the Persimmon  
Country Club Community.

**Location:** 7415 SE Hogan Road, Gresham, OR 97080

**Tax Roll Description:** T1S, R3E, Section 22 Tax lot '1400'

**Zoning:** Multiple Use Agriculture - MUA-20

**Who:** *Property Owner/Applicant:*  
CGC Inc.,  
500 SE Butler  
Gresham, OR, 97080

**HEARINGS OFFICER DECISION:** Approve the requested Community Service designation  
and uses on the site described subject to the following conditions of approval:

1. The approval of this Community Service Use shall expire two years from the date of  
issuance of the Board Order, or two years from the date of final resolution of subsequent  
appeals unless the applicant has demonstrated compliance with MCC 11.15.7101(C).
2. Obtain Design Review approval of all proposed site improvements including but not  
limited to, clearing, landscaping, fencing and exterior building designs. Site work shall  
not proceed until required Design Review approvals are obtained or as determined by  
the Director. A reduction in the size of the facility requested in this application may be

required in the event that the use requested cannot meet all design review requirements, such as storm drainage, septic drainfield and parking areas, on the subject property. Further, design review approval may be denied if all requirements of applicable design review ordinances are not met by the Applicant.

3. Approval is granted for the Community Service Use described in the application and as amended at the land use hearing. A substantial change in the use approved that increases the impact of the use proposed shall require new land use approval from the appropriate land use authority, currently Multnomah County.
4. The Applicant shall demonstrate to the County that the private water system that will serve the proposed development is adequate to serve the proposed development, prior to or during the design review process.
5. The Applicant's final site plan, approved in the design review process, shall comply with the setback standards of MCC 11.15.7025.
6. The Applicant shall provide the number of off-street parking spaces required by MCC .6100 through .6148 on the subject property. Compliance with this requirement shall be demonstrated to the County by the applicant during site plan review.
7. Any signs placed on the subject property shall be approved by the County prior to placement on the subject property. All such signs shall meet the requirements of MCC .7902 - .7982 or its successor sign code.
8. The Applicant shall provide a statement to the County from the appropriate agency that all standards can be met with respect to air quality and noise levels prior to obtaining design review approval.

#### **FINDINGS OF FACT:**

The following findings of fact support the Hearings Officer's approval of this land use application:

**Note:** The applicant's response to an approval criteria is indicated by the notation "Applicant's Response". Planning staff comments and analysis follow the applicant's responses to the criteria. Additional planning staff comments are added where supplemental information is needed or where staff may not concur with the applicant's statements. If no staff remarks are indicated, staff concurs with the applicant. The Hearings Officer's findings follow the applicant and staff remarks. If a statement is not specifically rejected by the Hearings Officer, it is accepted as a fact which supports the approval granted by this decision.

**1. Applicant's Proposal:**

**General Description:** The applicant requests approval of a Community Service Permit for a swim and tennis center including a snack bar and locker room for members and residents of the Persimmon Country Club Community. Prior approvals for this project include a golf course (Case files: CS 7-92, CS 5-89, PR 5-89, DR 90-04-10, CS 5-89a, SEC 13-92, TP 6-92 and DR 92-09-01).

**2. Site and Vicinity Information:**

The site is in Multnomah County and is located just outside the Urban Growth Boundary. There is an existing dwelling on the property and the proposal is to demolish the dwelling and replace it with a 2,200 sq. ft. building.

**3. Ordinance Considerations:**

**Zoning Ordinance Requirements:**

**MCC 11.15.2212 - Multiple Use Agriculture**

**MCC 11.15.7005 - Community Service**

**Comprehensive Plan Policies - 13, 14, 22, 37, 38, 40**

**MCC 11.15.2122 - .2150, Multiple Use Agriculture Zone:**

**MCC 11.15.2122 Purposes**

The purposes of the Multiple Use Agriculture District are to conserve those agricultural lands not suited to full-time commercial farming for diversified or part-time agriculture uses; to encourage the use of non-agricultural lands for other purposes, such as forestry, outdoor recreation, open space, low density residential development and appropriate Conditional Uses, when these uses are shown to be compatible with the natural resource base, the character of the area and the applicable County policies.

**11.15.2126 Uses**

No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the uses listed in MCC .2128 through .2136.

**11.15.2132 Conditional Uses**

The following uses may be permitted when found by the approval authority to satisfy the applicable ordinance standards:

- A. Community Service Uses pursuant to the provisions of MCC .7005 through .7041
- •   •

## **MCC 11.15.700 - Community Service**

### **4. Purpose**

MCC .7005 through .7041 provides for the review and approval of the location and development of special uses which, by reason of their public convenience, necessity, unusual character or effect on the neighborhood, may be appropriate in any district, but not suitable for listing within the other sections of this Chapter.

### **11.15.7010 General Provisions**

- A. Application for approval of a Community Service use shall be made in the manner provided in MCC .8205 through .8280.
- B. Except as provided in MCC .7022(F) and (G), the Approval Authority shall hold a public hearing on each application for a Community Service Use, modification thereof, or time extension.
- C. The approval of a Community Service Use shall expire two years from the date of issuance of the Board Order in the matter, or two years from the date of final resolution of subsequent appeals, unless:
- (1) The project is completed as approved, or
  - (2) The Approval Authority establishes an expiration date in excess of the two year period, or
  - (3) The Planning Director determines that substantial construction or development has taken place. That determination shall be processed as follows:
    - (a) Application shall be made on appropriate forms and filed with the Director at least 30 days prior to the expiration date.
    - (b) The Director shall issue a written decision on the application within 20 days of filing. That decision shall be based on findings that:
      - i) Final Design Review approval has been granted under MCC .7845 on the total project; and
      - ii) At least ten percent of the dollar cost of the total project value has been expended for construction or development authorized under a sanitation, building or other development permit. Project value shall be as determined by MCC .9025(A) or .9027(A).
    - (c) Notice of the Planning Director decision shall be mailed to all parties as defined in MCC .8225.
    - (d) The decision of the Planning Director shall become final at the close of

business on the tenth day following mailed notice unless a party files a written notice of appeal. Such notice of appeal and the decision shall be subject to the provisions of MCC .8290 and .8295.

- (D) A Community Service approval shall be for the specific use or uses approved together with the limitations or conditions as determined by the approval authority. Any change of use or modification of limitations or conditions shall be subject to approval authority approval after a public hearing.
- (E) In granting approval of a Community Service Use, the approval authority may attach limitations or conditions to the development, operation or maintenance of such use including but not limited to setbacks, screening and landscaping, off-street parking and loading, access, performance bonds, noise or illumination controls, structure height and location limits, construction standards, periods of operation and expiration dates of approval.
- (F) Uses authorized pursuant to this section shall be subject to Design Review approval under MCC .7805 through .7865.
- (G) A Community Service approval shall not be construed as an amendment of the Zoning Map, although the same may be depicted thereon by appropriate color designation, symbol or short title identification.

#### **MCC 11.15.7015      Approval Criteria**

In approving a Community Service use, the approval authority shall find that the proposal meets the following approval criteria, except for transmission towers, which shall meet the approval criteria of MCC .7035, and except for regional sanitary landfills which shall comply with MCC .7045 through .7070.

**(A) Is consistent with the character of the area;**

***Applicant's Response:***      The site is a maincured *[sic]* landscape which is directly north of the Persimmon Practice Range and the Persimmon golf course. The Swim and Tennis Center facility will hold activities which will be an accessory use to golf operations of the Persimmon Country Club Community and will provide community recreational resources to residences of the Persimmon Country Club Community. The activity level will be seasonal and will have minimal staffing to supervise activities at the center. The attendant will be responsible for management of the center and will oversee operations of: the snack bar, locker rooms, scheduling of lessons on the tennis courts, swimming *[sic]* pool and adjacent practice area. We do not anticipate heavy demand for this type of activities *[sic]* and that is it *[sic]* being provided as an amenities *[sic]* to members and residences of Persimmon. This facility is a private enterprise that will not offer opportunities to the public.

The swimming pool is 30' x 50' which is a small pool with an occupant load of 41-62 capacity based on industry standards.

The adjacent two tennis courts will provide the opportunity for residences and members [sic] of the Persimmon community.

Directly north of the site is Butler Road and a private parcel with direct access off of Hogan Road.

Other improvements include the following:

- Adding a screen wall along south side of the driving range which will keep light from the range landing area from impacting the surrounding neighbors.
- Directly south of the range will be a [sic] 8 ft screen wall which will keep light from impacting the commercial business located directly south of the range landing area.

#### Noise Level

The proposed land use will not affect the noise levels since the levels of activity will only be seasonal and open only to residents and members of Persimmon during the daylight hours. The facility will be open from Memorial Day, May 27<sup>th</sup> to Labor Day, September 1<sup>st</sup>, and will remain closed the rest of the year.

Limited interior space is provided for minimal gathering of up to 25 people. The remainder of the space is used as support space consisting of locker rooms, storage and mechanical areas.

#### Traffic Patterns

Since most of the traffic will be coming [sic] from within the Persimmon community, the traffic impact with minimal [sic] along Butler Road. We do not anticipate heavy demand for this type of activities [sic] which is being provided as an amenity to members and residences of Persimmon. Again this facility is a private enterprise that will not offer opportunities to the public. It is not an income generating venture.

#### Equipment Use

This equipment will be used [sic] for the pool and the recreation center. This equipment will not produce minimal [sic] amounts of noise producing no pollution to the surrounding environment.

**Staff Comment:** Staff clarified the lighting issue with the applicant in further correspondence. Lighting of the driving range was an issue of concern during the original Community Service for the golf course/driving range and the applicant will be submitting a different application for lighting approval. In a written response the applicant stated:

“Exterior lighting of the tennis courts and swimming pool area is not included in this CS

application. We will be providing security lighting, probably using bollards, of the building exterior and the parking lot.”

The lighting for the driving range is also not included in this application.

This proposal is to utilize a parcel located within the Persimmon Golf Course Community for swimming and tennis facilities and generally fits in with the character of the area, one of a golf course community. The 1989 decision concluded that the proposed golf course provides a suitable transition between agricultural and rural residential uses generally east and south of the site and the existing and planned urban development generally west and north of the site.

**Hearings Officer:** The Applicant amended its application in the following ways, at the land use hearing: (1) Operations will be year round, rather than seasonal; and (2) The size of the facility was increased from a 2,200 square foot recreational facility and 400 square foot mechanical space to a 2,866 square foot recreational center and a 915 square foot basement and storage area; and (3) Building occupancy was increased to 101 persons.

**(B) Will not adversely affect natural resources;**

***Applicant's Response:*** The site is a residential parcel that is being renovated to a commercial development. The tennis courts will have little impact on the immediate local resources. The courts will surface drain to the adjacent grade at the edge of the courts. The swimming pool will have no impact on storm drainage since the pool will remain full. The residence is being demolished for a recreation center of approx. 2,200 sq. ft. excluding 400 sq. ft. of mechanical space for the pool.

The nearest areas of concern are potential wetlands considered east and north, across Butler Road.

The proposed activities and improvements do not impact the natural resources of the immediate area.

**Staff Response:** The development is approximately 300' west of an area noted as the “boundary of a wetland as determined by wetland delineation” and approximately 300' to the East of Hogan Creek.

Condition #1 requires Design Review of the site development. The DR criteria stipulates that the design shall preserve natural landscape features and existing grades to the maximum practical degree.

**Hearings Officer:** The subject property is currently developed with a large residence

and is not a site that contains significant "natural" resources. The County's design review ordinances will require the Applicant to control stormwater drainage, thereby protecting the natural resources found in the wetlands identified by the Applicant and staff.

**(C) Will not conflict with farm or forest uses in the area;**

**Applicant's Response:** The proposed activities [sic] and improvements will not be impacted by their relationship to the adjacent [sic] lands.

The land adjacent in EFU (Exclusive Farm Use) and [sic] is owned and operated by the applicant.

The land directly north is Butler Road. Further north is a residence zoned MUA (Mixed Use Agriculture).

**Staff Comment:** The zoning of the area is EFU (Exclusive Farm Use) to the East and South, urban or urban future to the West. The zoning directly north is Multiple Use Agriculture (MUA-20). The EFU zoned property to the south is the property currently in the golf course use approved under CS 5-89. The proposal is separated from the other EFU zoned property (to the east) by 242<sup>nd</sup> Ave. The proposal to change the lot from residential to a swim tennis center is consistent with the driving range/golf course use. The findings in the original CS approval for the driving range noted that "the road, by its very presence, provides a degree of separation and transition between the proposed golf course site and farm uses to the east. Also important to note is the significant buffer (500+ feet) between the proposed east edge of development and the property line which borders 242<sup>nd</sup>.

**Hearings Officer:** The Hearings Officer accepts the above findings.

**(D) Will not require public services other than those existing or programmed for the area;**

**Applicant's Response:** Existing utilities are in place along Butler Road. These improvements would be making connection to these utilities.

**Telecommunications:** Proposed improvements will come from the existing maintenance building which is directly south of the driving range.

**Storm Sewer:** There will and [sic] increase in storm water since some of the land will be developed as an impervious surface. Proposed developments on this site will connect with an existing storm sewer along the south side of Butler Road.



Electrical: Proposed developments will be served from an existing switchvault located along the south side of Butler Road, immediate *[sic]* north of the proposed tennis courts.

Water: Water supply will be provided by the applicant from a private well.

Sanitary Sewer: Proposed improvements will request an eight (8") lateral connection to the existing Hogan Creek interceptor.

Emergency services already serve this site since it is an existing structure. In addition no new roads or streets will be required to complete this development.

**Staff Response:** Statewide Planning Goal 11 states "Counties shall not allow...extensions of sewer lines from within urban growth boundaries or unincorporated community boundaries to land outside those boundaries." Since that issue was raised at the pre-application conference the applicant has indicated that all sanitary sewer provisions will be provided on site by septic tank. They have provided a Land Feasibility Study from the City of Portland Bureau of Buildings that determines the existing septic tank is sufficient to handle the use.

In addition, the applicant has submitted a traffic impact analysis that indicates that 242<sup>nd</sup> Ave. (Hogan Road) can adequately accommodate the anticipated traffic from the development.

**Hearings Officer:** The Hearings Officer questions whether Statewide Planning Goal 11 is directly applicable to this land use decision. As a general rule, land use decisions issued under acknowledged land use regulations do not require compliance with Statewide Planning Goals. There are, however, some circumstances in which statewide goals are directly applicable to local land use decisions. These circumstances may or may not exist in the current case.

It is unclear to the Hearings Officer that the 8" lateral connection to the existing Hogan Creek interceptor proposed by the applicant involves the extension of a sewer line from inside an urban growth boundary or unincorporated community boundary. If the point of connection is located outside of these boundaries, it would not be precluded by Goal 11. As the applicant has not challenged the County's position on this issue and as the applicant has amended its application to propose the use of a septic drainfield to service the facility, the Hearings Officer will not decide whether Goal 11 is or is not applicable to the proposed development. The hearings officer will, however, leave this issue open so that it may be raised by the applicant during design review.

- (E) **Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;**

**Applicant's Response:** The letter is not within the big game winter habitat.

**Staff Response:** This criteria is met.

**Hearings Officer:** The Hearings Officer finds that the property is not located in a big game winter habitat area.

**(F) Will not create hazardous conditions; and**

**Applicant's Response:** There will be no hazardous conditions that will be created on this development.

**Staff Response:** The applicant submitted a geotechnical report with an evaluation of the site suitability. The geotechnical report states "the majority of the site is relatively flat with slopes on the order of 20H:1V. Steeper slopes are present along the northern and western edges of the site and are on the order of 2.4H:1V." Furthermore, the report concludes "...it is our opinion that...the improvements will not create potential slope stability problems for the site or adjacent sites."

**Hearings Officer:** The Hearings Officer finds that the proposed use will not create hazardous conditions if properly constructed and operated.

**(G) Will satisfy the applicable policies of the Comprehensive Plan.**

**Applicant's Response:** These developments fall within the guidelines of the Comprehensive Plan. The proposed recreation are [sic] compatible with the proposed use of the adjacent parcel to the south, the Persimmon golf course operations.

**Staff Response:** The applicable Comprehensive Plan policies follow.

**Hearings Officer:** Compliance with the applicable plan policies is addressed below.

**11.15.7020 Uses**

- (A) Except as otherwise provided in MCC .2012, the following Community Service Uses and those of a similar nature, may be permitted in any district when approved at a public hearing by the approval authority.

• • •

1. Park, playground, sports area, golf course or recreational use of a similar nature.

- • •
- (B) Approval of a Community Service Use shall be deemed to authorize associated public utilities, including energy and communication facilities.

**11.15.7025 Restrictions**

A building or use approved under MCC .7020 through .7030 shall meet the following requirements:

- (C) Minimum yards in EFU, CFU, F-2, MUA-20, MUF, RR, RC, UF-20, UF-10, LR-40, LR-30, LR-20, LR-10, R-40, R-30, R-20, and R-10 Districts:
- (1) Front yards shall be 30 feet.
  - (2) Side yards for one-story buildings shall be 20 feet; for two-story buildings, 25 feet.
  - (3) Rear yards shall be as required in the district.

**Staff:** The site plan meets this requirement and has setbacks of 30' from all property lines.

**Hearings Officer:** The Applicant shall demonstrate compliance with all applicable setbacks during site plan review.

• • •

- (E) Off-street parking and loading shall be provided as required in MCC .6100 through .6148.

**Staff:** The applicant has proposed 17 parking spaces which is sufficient as per the off-street parking requirements of MCC 11.15.6142 (D)(16) and (17) which requires for swimming pools: 1 space for each 100 square feet (1500 square feet as part of this application) of water surface and for tennis clubs: one space for each court (2 courts).

**Hearings Officer:** The applicant's revisions to the size of the building increase the number of required parking spaces. The applicant shall demonstrate compliance with the County's off-street parking requirements as a precondition of obtaining design review.

- (F) Signs for Community Service Uses located in districts in MCC .2002 - .2966 pursuant to the provisions of MCC .7902 - .7982.

**Staff:** No signs are specified as part of this application but could be addressed as part of the Design Review process.

**Hearings Officer:** Any signs displayed on the subject property must comply with MCC .7902 - .7982.

- (G) Other restrictions or limitations of use or development not required under this subsection shall be provided in the district.
- . . .

## **Comprehensive Plan Policies - 13, 14, 22, 37, 38, 40**

### **POLICY 13: AIR, WATER AND NOISE QUALITY**

\* \* \*

FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS. IF THE PROPOSAL IS A NOISE SENSITIVE USE AND IS LOCATED IN A NOISE IMPACTED AREA, OR IF THE PROPOSED USE IS A NOISE GENERATOR, THE FOLLOWING SHALL BE INCORPORATED INTO THE SITE PLAN:

1. BUILDING PLACEMENT ON THE SITE IN AN AREA HAVING MINIMAL NOISE LEVEL DISRUPTIONS,
2. LANDSCAPING OR OTHER TECHNIQUES TO LESSEN NOISE GENERATION TO LEVELS COMPATIBLE WITH SURROUNDING LAND USES.
3. INSULATION OR OTHER CONSTRUCTION TECHNIQUES TO LOWER INTERIOR NOISE LEVELS IN NOISE-IMPACTED AREAS.

***Applicant's Response:*** It is the intent of Persimmon Country club to conform with the County's policy recognizing that health, safety and welfare and quality of life of its citizens may be adversely affected by air, water and noise pollution. With that in mind, the Owner has attempted to develop a minor recreational facility that will complement their adjacent developments. This facility has been sized to provide secondary recreational opportunities for

members and residents of the Persimmon Golf Community. The expected population of Persimmon will be approx. 1,000 people. The facility is not be [sic] opened to the general public.

Using this information it is clear that the potential problems related to pollution will remain minimal based on the number of people using the facility. With a limited seasonal hours of operation, Memorial Day, May 30, to Labor Day, September 1, there will be limited use of natural resources.

We do not expect to increase noise, air or water pollution. Our effort is to reduce motor vehicle traffic with the use of the bicycle parking.

Storm water will be collected and then discharged into a public storm system located along Butler Rd.

**Hearings Officer:** The applicant has obtained a statement from the Sanitarian that DEQ environmental quality regulations can be met if the subject property is served by a septic tank and drainfield. The applicant has not provided statements regarding air and noise regulation compliance. Such statements have been required as a condition of approval of this application. These letters must be provided to the County prior to obtaining design review approval.

The proposed use is not a noise sensitive use and is not located in a noise impacted area. Also, the use is not a noise generator.

#### **POLICY 14: DEVELOPMENTAL LIMITATIONS**

THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATIONS AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

A. SLOPES EXCEEDING 20%;

**Applicants Response:** The proposed site involved the demolition of an existing residence. The site is relatively flat and does not exceed the 20% slope. Professional civil engineering will be involved in developing a grading plan.

**Staff Response:** The geotechnical report provided by GRI verifies this.

**Hearings Officer:** The slope of the site does not exceed 20%.

**B. SEVERE SOIL EROSION POTENTIAL;**

**Applicants Response:** Soils studies have been conducted on site and do not indicated [sic] adverse soil conditions or characteristics. The proposed development does not intent [sic] to create sloping soil conditions. Geotechnical studies have been conducted for this site.

**C. LAND WITHIN THE 100 YEAR FLOOD PLAIN;**

**Applicants Response:** The proposed site is not within the 100 year flood plain.

**D. A HIGH SEASONAL WATER TABLE WITHIN 0-24 INCHES OF THE SURFACE FOR 3 OR MORE WEEKS OF THE YEAR;**

**Applicants Response:** The proposed site does not have a high season water table within 0-24 inches of the surface for 3 or more weeks of the year.

**Staff Response:** The Soil Survey of Multnomah County indicates this site is Cascade Silt Loam with a water table at a depth of 18 to 30 inches from December through April.

**E. A FRAGIPAN LESS THAN 30 INCHES FROM THE SURFACE;**

**Applicants Response:** The proposed site does not have fragipan less than 30 inches from the surface.

**Staff Response:** Cascade Silt Loam has a fragipan depth of 60 inches or more.

**F. LAND SUBJECT TO SLUMPING, EARTH SLIDES OR MOVEMENT.**

**Applicants Response:** The area of the proposed site is not subject to slumping, earth slides or movement. Land adjacent to this site, approx. 300 yards was originally subject to movement, however developing vegetation has grown and has stabilized the site.

**POLICY 22: ENERGY CONSERVATION**

THE COUNTY'S POLICY IS TO PROMOTE THE CONSERVATION OF

ENERGY AND TO USE ENERGY RESOURCES IN A MORE EFFICIENT MANNER. IN ADDITION, IT IS THE POLICY OF MULTNOMAH COUNTY TO REDUCE DEPENDENCY ON NON-RENEWABLE ENERGY RESOURCES AND TO SUPPORT GREATER UTILIZATION OF RENEWABLE ENERGY RESOURCES. THE COUNTY SHALL REQUIRE A FINDING PRIOR TO THE APPROVAL OF LEGISLATIVE OR QUASIJUDICIAL ACTION THAT THE FOLLOWING FACTORS HAVE BEEN CONSIDERED:

A. THE DEVELOPMENT OF ENERGY-EFFICIENT LAND USES AND PRACTICES;

***Applicants Response:*** The facility is designed as a small, efficient facility with all the recreational opportunities (tennis and swimming) within short walking distance. The cars are parked in a very efficient manner and are extremely close to the building's entrance.

B. INCREASED DENSITY AND INTENSITY OF DEVELOPMENT IN URBAN AREAS, ESPECIALLY IN PROXIMITY TO TRANSIT CORRIDORS AND EMPLOYMENT, COMMERCIAL AND RECREATIONAL CENTERS;

***Applicants Response:*** The proposed site is not adjacent to transit patterns or facilities. However, adjacent housing developments were considered and pedestrian paths and bicycle routes were included. Bicycle parking has been provided near the primary entrance.

***Staff Response:*** This application is in a rural area.

C. AN ENERGY-EFFICIENT TRANSPORTATION SYSTEM LINKED WITH INCREASED MASS TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES;

***Applicants Response:*** The proposed site is not adjacent to transit patterns or facilities. However adjacent housing developments were considered and pedestrian paths and bicycle routes were included. Bicycle parking has been provided near the primary entrance.

D. STREET LAYOUTS, LOTTING PATTERNS AND DESIGNS THAT UTILIZE NATURAL ENVIRONMENTAL AND CLIMACTIC CONDITIONS TO ADVANTAGE.

***Applicants Response:*** Proposed developments were situated to use the

existing roadway and conform to the natural landforms that were in existence. Proposed improvements have been designed to minimize grading impacts. We are providing a minimal increase in the imperivous [sic] area by adding the parking spaces. The main roadway layout is planned to go over the existing roadway attempting to minimize the impact on undisturbed area.

E. FINALLY, THE COUNTY WILL ALLOW GREATER FLEXIBILITY  
IN THE DEVELOPMENT AND USE OF RENEWABLE ENERGY  
RESOURCES.

***Applicants Response:*** The proposed improvements will be designed to use renewable energy building materials whenever possible. Site improvements, including landscape elements will also be designed to have minimal impact on the natural environment. Native plants will be incorporated into the plant specifications.

**Hearings Officer:** The Hearings Officer and the County have both considered the above-listed factors prior to approving this land use application.

**POLICY NO. 37, UTILITIES.**

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

WATER AND DISPOSAL SYSTEM

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR

***Applicants Response:*** Not applicable.

- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE;  
OR

***Applicants Response:*** Not applicable.

**Staff Response:** This criteria is applicable and the applicant has provided a Land Feasibility study authorizing the use of the existing septic tank for this development.

- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A



SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR

***Applicants Response:*** Not applicable.

- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

***Applicants Response:*** Proposed improvements will incorporate the use of the private water system and the Owner has a re-use permit for the existing septic system.

**Hearings Officer:** The applicant has not demonstrated that the private water system is adequate. As a result, the applicant will be required to demonstrate that the proposed private water system is adequate to meet the needs of the proposed use as a condition of design review approval.

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR

***Applicants Response:*** The impervious area is being increased slightly and will flow to an existing catch basin system directly south of Butler Road. This system connects with the City of Gresham sanitary sewer system.

- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND

***Applicants Response:*** Run-off will be contained on site with individual trench drains which will be handled on site.

- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

***Applicants Response:*** Run-off will not affect water quality since it will be contained on site.

ENERGY AND COMMUNICATIONS

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND

***Applicants Response:*** There is sufficient electric power to supply the projected needs of the proposed development. Power supply is located at a transformer directly north of the site.

- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

***Applicants Response:*** There is sufficient capacity in the telecommunications system. The service connection is located at the Persimmon clubhouse. Immediate connection to the private, on-site system, is at the Persimmon maintenance building.

### **POLICY NO. 38, FACILITIES.**

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

**Staff Comment:** The applicant has supplied service provider sign off's for the Gresham Fire District, Gresham-Barlow School District No. 10, the City of Gresham, Multnomah County Sheriff and the Bureau of Buildings for septic tank approval.

#### **SCHOOL**

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.

***Applicants Response:*** The school district has reviewed this proposal and has no comment.

#### **FIRE PROTECTION**

- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND  
C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.

***Applicants Response:*** There is adequate water pressure and flow for fire fighting. Protection will come via tanker with a hydrant greater than 1,000 feet from site.

#### **POLICE PROTECTION**

- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION.

***Applicants Response:*** Police Dept. reviewed this and has no comment.

### **POLICY 40: DEVELOPMENT REQUIREMENTS**

THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

(D) PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.

**Applicants Response:** There will be minimal vehicle traffic on the approach road. The intent is that pedestrians and bicyclists will use this roadway as a means of access to the facility.

**Hearings Officer:** The subject property is not adjacent to a designated bicycle corridor so the dedication of such facilities is not required. Further, the County has not met its burden of proving that such improvements are justified under the standards of Dolan v. City of Tigard. Such proof is required as a precondition of imposing public improvement requirements as a condition of land use approvals.

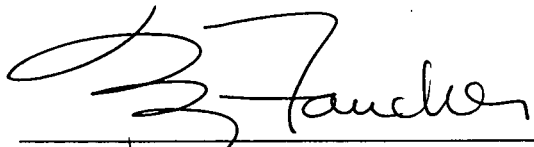
(E) LANDSCAPED AREAS WITH BENCHES WILL BE PROVIDED IN COMMERCIAL, INDUSTRIAL AND MULTIPLE FAMILY DEVELOPMENTS, WHERE APPROPRIATE.

**Applicants Response:** Landscaping will supplement the existing landscaping. Benches will be provided in the surrounding landscaped areas at appropriate locations.

(F) AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE.

**Applicants Response:** Bicycle parking has been incorporated and located near the entrance.

DATED THIS 24<sup>TH</sup> DAY OF JULY, 1997.

  
\_\_\_\_\_  
Liz Fancher, Hearings Officer  
OSB #81220

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

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

**Appeal to the Board of County Commissioners:**

**The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the Transportation and Land Use Planning division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal required a completed "Notice of Review" for and a fee of \$500.00 plus a \$3.50 per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the Planning Office at 2115 SE Morrison St., Portland, or you may call 248-3043 for additional instructions.**

Meeting Date: AUG 21 1997  
Agenda No: C-10  
Est. Start Time: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Report to the Board the Hearings Officer's decision on LD 6-96.

**BOARD BRIEFING** Date Requested:  
Amt. of Time Needed:  
Requested By:

**REGULAR MEETING** Date Requested: August 21 1997  
Amt. of Time Needed: 5 minutes

**DEPARTMENT:** DES  
**CONTACT:** Gary Clifford

**DIVISION:** Transportation & Land Use Planning  
**TELEPHONE:** 248-3043  
**BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Stuart Farmer

**ACTION REQUESTED**

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

**SUGGESTED AGENDA TITLE**

Report to the Board the Hearings Officer's decision regarding a **Denial of an Appeal** of the Planning Director's Approval on case LD 6-96.

**SIGNATURES REQUIRED**

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** \_\_\_\_\_

*K. Blaylock*

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG - 6 AM 11:50  
MULTNOMAH COUNTY  
OREGON



**BOARD HEARING OF August 14, 1997**

**TIME: 9:30 am**

**CASE NUMBER: LD 6-96**

**CASE NAME:** Hearings Officer Review of Appeal of Administrative Decision Approving  
a Two Parcel Land Division

**1. Applicant Name/Address**

Allyn and Kay Guess  
11150 SW Riverwood Road  
Portland, OR 97219

Property Address: 11150 SW Riverwood Road  
Tax Lot 15, Section 35, T. 1 S., R. 1 E., map 4131

**Action Requested of Board**

☒ Affirm Hearings Officer Decision

☐ Hearing/Rehearing

**Scope of Review**

☐ On The Record

☐ De Novo

☐ New information allowed

Appellant: Tri-Met (Tri-County Metropolitan District of Oregon)

**2. Action Requested by Applicant**

Partition an existing 65,340 square foot parcel into two parcels of 30,368 and 34,368 square feet of land. The smaller proposed parcel contains a house and the larger parcel would be a new building site for another single family house.

**3. Planning Staff Recommendation**

Uphold Hearings Officer decision to deny land division proposal. Although prior to the appeal the proposal was first approved by staff, subsequent legal arguments have persuaded staff that the proposal fails to meet the approval criteria. With a more thorough review of the deed history, past ownership, and statute definitions of "lot" and "parcel" through time in respect to the Willamette Valley Railway Line, it can be found that the proposal does not meet current zoning standards for lot area and other dimensional and frontage requirements.

**4. Hearings Officer Decision**

Denial.

**5. If recommendation and decision are different, why?**

They are the same.

**6. Issues:**

The prior staff approval decision, before it was appealed by Tri-Met, was based upon a definition of "parcel" in MCC 11.45.010(R)(3) that in some circumstances recognizes that land given to a public right-of-way does not create separate parcels. By counting property on both sides of the Willamette Valley Railway Line, (now used as a trolley line between Portland and Lake Oswego), the proposal meets the required zoning standards. However, when the determination is made, as now staff agrees, that the rail line actually divides the property into two separate parcels, then neither of the two parcels meet the zoning standards for further division. Under the present zoning, the property can not be divided and a second building site is not possible because the vacant part of the property west of the rail line does not have sufficient depth to build a new residence.

**7. Do any of these issues have policy implications? Explain.**

Upholding the Hearings Officer decision would clarify the status of a few other parcels along the Willamette River that are also crossed by the rail line. In addition to determining if some properties could be further divided, the decision would also assist in the designation of front, side, and rear lot lines for other properties, resulting in more consistent application of required setbacks between those lot lines and proposed structures.

## DECISION OF THE HEARINGS OFFICER

### APPEAL OF DECISION OF MULTNOMAH COUNTY PLANNING DIRECTOR

TYPE 3 LAND DIVISION,  
A TWO PARCEL PARTITION  
Case File Number: LD 6-96

**Proposal:** The proposal is to partition an existing 65,340 square foot parcel into two parcels. The proposed northerly parcel has an existing residence and would contain 30,368 square feet of land. The proposed southerly parcel would be approximately 34,368 square feet in area and is proposed to be a new building site for a single family residence.

**Location:** 11150 SW Riverwood Road

**Hearing Date:** April 16, 1997

**Tax Roll Description:** Tax Lot '15', Section 35, Township 1 South, Range 1 East, W. M. (State ID # 1S1E35BA 600), Map 4131

**Property Owner & Applicants:** Allyn and Kay Guess  
11150 SW Riverwood Road  
Portland, OR 97219

**Applicants' Attorney:** John H. Nelson, Preston Gates & Ellis  
3200 US Bancorp Tower  
111 SW Fifth Avenue  
Portland, Oregon 97204-3688

**Appellant:** Tri-County Metropolitan Transportation District of Oregon ("Tri-Met")  
c/o Gerald Fox  
710 NE Holladay Street  
Portland, Oregon 97232

**Appellant's Attorney:** Christopher P. Thomas, Moscovitz & Thomas  
111 SW Columbia  
Suite 1080  
Portland, Oregon 97201

**Zoning:** Single Family Residential R-30, Willamette River Greenway WRG, Flood Fringe FF



**Approval  
Criteria:**

**Land Division Requirements:** Multnomah County Code (MCC) 11.45.390, MCC 11.45.230 (B), (C), & (H) Criteria for Approval Type 3 Tentative Plan; MCC 11.45.460 Land Suitability; MCC 11.45.500 Street Design; MCC 11.45.580 & .640 Water System, & MCC 11.45.650 Sewage Disposal;  
**R-30 Zoning Restrictions:** MCC 11.15.2844 (A) Lot Size, (B) Yard Requirements, (F) Lot Coverage, & (G) Access; and  
**Solar Access Standards for Land Divisions:** MCC 11.15.6815 Design Standard  
**Transportation Planning Rule:** Applicable sections of Oregon Administrative Rules Chapter 660, Division 12 (April 1995).

**I. Planning Director's Decision:**

Approve, subject to conditions, the proposed tentative plan for the Type 3 land division requested, a partition resulting in two parcels.

**II. Hearings Officer's Decision on Appeal:**

Denial.

**III. Appeal**

An appeal of the Planning Director's decision was filed by Christopher P. Thomas, acting as the representative of Tri-County Metropolitan Transportation District of Oregon, hereinafter "Tri-Met." The appeal was filed because Tri-Met believed that the Planning Director had erroneously treated land owned by another party (referred to as the SP area) as being owned by applicants Allyn and Kay Guess in rendering its approval of a partition application. Tri-Met argued that correction of this error changes the facts of the case in a way which requires denial of the partition request for a number of legal reasons. Those reasons are set forth below and are followed by findings of fact and conclusions of law made by the Hearings Officer based upon the record of this matter.<sup>1</sup>

- a. *"The area owned by the applicant on the Willamette River side of the SP Area (referred to herein as the Willamette Parcel) and the area owned by the applicant on the Riverwood Road side of the SP area (referred to herein as the Riverwood Parcel) are separate and unconnected parcels of land. The entire Decision is based on the assumption that these are a single parcel of land, and that the single parcel includes the SP Area. The entire basis for the Decision therefore is incorrect."*

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<sup>1</sup>The statements contained in the Tri-Met Notice of Appeal are italicized. Each assignment of error is followed by the Hearings Officer's findings regarding that assignment of error in plain typeface.

**FINDING:** The SP Area is a parcel of land that is owned in fee title by the City of Portland. The SP Area was transferred by deed to the Willamette Valley Railway Company in 1887. The language of the document was ambiguous. It did not clearly state whether the document conveyed fee title or a right-of-way only. Litigation in the Oregon state court system in 1986, however, resulted in the entry of a judgment that the 1887 conveyance transferred fee title ownership to the Willamette Valley Railway Company. The Southern Pacific Transportation Co. subsequently acquired the rights of the Willamette Valley Railway Company in the SP Area. In 1988, Southern Pacific deeded the SP Area to the City of Portland. The SP Area is presently used as a trolley line. The parcel was originally created for use as a rail line.

The Planning Director found that the SP Area does not divide the Guess property. Both the Riverwood and Willamette Parcels were treated by the Director as being a single parcel. This conclusion was supported by the Director's finding that the SP Area is an "other right of way" as that term is used in MCC 11.45.010(R)(3). That section explains that the sale or grant by a person to a public agency or public body for right-of-way purposes which complies with "the applicable standards of the agency to which the sale or grant is made" does not constitute a partition of land. This section exempts the creation of such rights-of-way from the legal requirement of obtaining partition approval and states that the parcel divided by the transfer shall remain a single lot until further divided.<sup>2</sup>

The Hearings Officer finds that there are two reasons why MCC 11.45.010 (R)(3) is not relevant to determining the lot status of the Guess property.<sup>3</sup> The first reason is that the sale of the SP Area which

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<sup>2</sup>The text of MCC 11.45.010 provides:

"(R) Partition land means to divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year. Partition land does not include: \* \* \*

(3) A sale or grant by a person to a public agency or public body for state highway, county road, or other right-of-way purposes provided that such road or right-of-way complies, in the case of a county road, with the Street Standards Ordinance, or, in the case of other right-of-way, the applicable standards of the agency to which the sale or grant is made. However, *any property divided by the sale or grant of property for state highway or county road or other right-of-way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned; or*"

<sup>3</sup>MCC 11.45.010(R)(3) is similar to the exemption to partition regulations found in State law. ORS 92.010(7)(d) exempts the "sale or grant by a person to a public agency or public body for state highway, county road, city street or other right of way purposes provided that such road or right of way complies with the applicable comprehensive plan and ORS 215.213(2)(p) to (r) and 215.283(2)(p) to (r)." The state law further states that "any property divided by the sale or grant of property for state highway, county road, city street or other right of way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned." This exception was adopted following the deeding of the SP Area to the City of Portland in 1988 and provided the authorization for the County

divided the Guess property (Lot 15) was not a sale to a public entity, as required by the MCC 11.45.010 (R)(3). Instead, the sale which created the Riverwood and Willamette Parcels was an 1887 sale to a private party: the Willamette Valley Railway Company. The 1988 sale of the SP Area to the City of Portland by Southern Pacific did not require land division approval so the exemption to the land division requirement did not come into play at that time. Also, the 1988 sale to the City of Portland did not divide the Guess property because the property was already divided by the 1887 sale.

The second reason that MCC 11.45.010 (R)(3) does not act to make the Riverwood and Willamette Parcels a single lot is that the exemption was not in effect at the time that the SP Area was conveyed to the City of Portland nor was it in effect in 1887 when the SP Area was transferred to the Willamette Valley Railway Company.<sup>4</sup> The Applicant has failed to establish that this law applies retroactively to alter the lot pattern created by prior land divisions.<sup>5</sup> Additionally, ORS 92.017 protects the historical lot pattern. That law provides that “a lot or parcel lawfully created remains a discrete lot or parcel, unless the lot or parcel lines are vacated or the lot or parcel is further divided, as provided by law.” In this case, no vacation or intervening land division has occurred to change the lot pattern created in 1887.

- b. *“The SP Area is not a right-of-way, as that term is used in MCC 11.45.010(R)(3), but rather is a distinct lot owned by someone other than the applicant. MCC 11.45.010(R)(3) thus is not applicable to the application. As a result of this, the Willamette Parcel does not have frontage on SW Riverwood Road; and the SP Area boundaries are lot lines for purposes of development of either the Willamette Parcel or the Riverwood Parcel.”*

**FINDING:** MCC 11.45.010(DD) defines the term “right-of-way” for purposes of Title 11.45, as “the area between boundary lines of a public street or other area dedicated for pedestrian or vehicular circulation.” As MCC 11.45.010(R)(3) is a part of Title 11.45 the definition of “right-of-way” found in MCC 11.45.010(DD) applies. The SP Area meets that definition of the term “right-of-way.” This assignment of error, therefore, does not provide a basis for reversal of the Director’s decision.

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exemption. This section also does not create a single lot of the Riverwood and Willamette Parcels for the same reasons that the County’s version of the exception does not create a single lot.

<sup>4</sup>As noted earlier, the 1988 partition law did not govern the 1988 transfer of the SP Area to the City of Portland because the transfer did not divide the Guess property. The property had been divided in 1887.

<sup>5</sup>A retroactive application of this exemption is not required to effectuate the purpose of the exemption. The Hearings Officer finds that the purpose of the exemption is to make it easy for governmental entities to acquire public rights-of-way by obviating the need for governments to obtain land division approval of all right-of-way dedications which divide land. There is no evidence in the record to show that the exemption was adopted to be used to determine the legal status of existing lots or to merge existing legal lots.

- c. *"The SP Area, since it is owned outright by someone other than applicant, may not be counted as area owned by the applicant for purposes of determining whether the two proposed lots, after partition, will meet the 30,000 square foot requirements of MCC 11.15.2844(A). In fact, after deleting the SP Area, neither the Willamette nor the Riverwood Parcel is of sufficient size to be partitioned into two lots meeting the 30,000 square foot requirement. Therefore, a partition would violate MCC 11.15.2844(A)."*

**FINDING:** The SP Area is not "counted" by the County nor by the Applicants in determining whether the two proposed lots meet the 30,000 square foot minimum lot size of MCC 11.15.2844(A). Both the Willamette and Riverwood Parcels are less than 60,000 square feet in size so neither may be separately divided to create two parcels of at least 30,000 square feet each. If the Riverwood and Willamette Parcels are viewed as a single lot, however, a land division may be approved to create two lots.

- d. *"Since the public consortium owns fee title to the SP Area, the Willamette Parcel has no street frontage. A partition of the Willamette Parcel would create a lot (or two lots) with no abutting street. Further, the applicant has not demonstrated that the new lot on which applicant proposes to construct a new dwelling will have access to the street system through some means other than an abutting street. Therefore a partition would violate MCC 11.15.2844(G)."*

**FINDING:** The Willamette Parcel has no street frontage. As the Willamette and Riverwood Parcels are viewed as separate lots, the proposed land division would divide both parcels into two lots. The two Willamette Parcel lots would lack street frontage. MCC 11.15.2844(G) requires that these lots have street frontage unless the Hearings Officer finds that the new lots have "such other access held suitable by the Hearings Officer." The Hearings Officer finds that the access to the portion of the Willamette Parcel which contains the Guess home (part of Parcel 1) is "suitable" as it was lawfully created and currently provides access to the Guess home and garage. The Hearings Officer is not, however, able to make a similar finding for the Parcel 2 portion of the Willamette Parcel. This is due to the fact that the Applicant has failed to prove that the existing access can be shared and the fact that the configuration and topography of the lots, crossing and existing home makes it virtually impossible for the access to be shared by the two lots. Tri-Met has stated that it would oppose the creation of an additional on-grade crossing of the SP Area and the Applicant has failed to show that the City of Portland would allow such a crossing to serve the Willamette Parcel area of Parcel 2.

- e. *"The calculations of lot depth, coverage, and yards all fail [sic] to recognize that the SP Area is owned in fee by someone other than the applicant. The calculations thus are incorrect. Therefore, the findings on which a conclusion of compliance with MCC 11.15.2844(A)(1) is based are incorrect."*

**FINDING:** The SP Area is not a part of either Parcel 1 or Parcel 2 and may not be used by the Applicants to meet the lot depth, coverage, size and yard requirements of MCC 11.15.2844 (A)(1). This is because the Applicants hold no ownership interest in the SP Area. MCC 11.15.0010 defines a "lot" as an area of land "in the lawful possession of one ownership." This definition applies to the

entire zoning ordinance, including the R-30 zone.<sup>6</sup> As the SP Area and the Guess property (Lot 15) are held in separate ownership, they cannot be considered a single lot.

The Hearings Officer finds that the SP Area was used by the Planning Director and Applicant's when calculating the depth of Parcels 1 and 2. If the SP Area is removed from Parcel 2 calculations, Parcel 2 fails to meet the 130 foot lot depth requirement of MCC 11.15.2844(A)(1). This finding is based upon the following facts shown on Exhibit E2:

1. The depth of Parcel 2 adjacent to Parcel 1 is 128.51 feet (118.45' depth on Willamette Parcel; 10.06' depth on Riverwood Parcel).
2. The depth of Parcel 2 on the southeast boundary of Parcel 2 is 99.49 feet.
3. Using a ruler to scale the drawing, the Hearings Officer verified that the boundary of Parcel 1 and Parcel 2 is the deepest point of Parcel 2. As a result, it would be impossible for Parcel 2 to have a lot depth in excess of 130'.

This finding is also supported by the fact that the Planning Director found that the average lot depth for Parcel 2 is 160 feet, *including* the SP Area. As SP Area is a 40' wide band of land which bisects Parcel 2 for its entire width, the depth of Parcel 2 is approximately 120 feet.<sup>7</sup>

Exhibit C3 supports the Hearings Officer's determination. In that document, the County previously advised the Applicants that the calculation of lot depth can be the sum of the depth of the land on both sides of the rail line, not this sum plus the width of the SP Area.

- f. *"Since the Willamette Parcel has no street frontage or other provision for access to the street system, it is impossible for there to be a conclusion that the applicant has made adequate provision for auto, pedestrian or bicycle circulation. The applicant therefore has not demonstrated compliance with OAR 660-12-055."*

**FINDING:** OAR 660-12-045 (3) imposes the requirement that subdivision regulations provide for safe and convenient pedestrian, bicycle and vehicular circulation consistent with access management standards and the function of affected streets to ensure that new development provides on-site streets and accessways that provide reasonably direct routes for pedestrian and bicycle travel. Multnomah County has not yet adopted subdivision regulations to meet this requirement. As a result, OAR 660-12-055 requires the county to apply this requirement to land use and limited land use decisions, including the Guess application. The Hearings Officer finds that there has been adequate provision

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<sup>6</sup>MCC 11.15.2844 applies additional requirements to R-30 zone lots. Those requirements are addressed later in this decision.

<sup>7</sup>The Applicant submitted a revised survey into the record at the hearing before the Hearings Officer. The new survey (E2) includes different dimensions than shown on the tentative plan drawing submitted to and relied upon by the Director. The changes do not, however, have a material impact on the width of Parcel 2.

made for auto, bicycle and pedestrian circulation of Parcel 1 of the Guess property as the Applicants have shown that they have obtained the legal right to cross the SP Area to access their existing home on Parcel 1. The Hearings Officer also finds that no new development will occur on Parcel 1 so that OAR 660-12-045(3) does not apply to Parcel 1. Parcel 2 will be suitable for new development, so OAR 660-12-045(3) does apply to that parcel. The Hearings Officer is however, unable to find there is adequate pedestrian and bicycle access to Parcel 2 as the Applicants have failed to demonstrate that any access is available Parcel 2. The Applicant has not shown that the existing access to Parcel 1 can be shared with Parcel 2 nor that a second crossing of the SP Area will be provided by the City of Portland. Such a crossing is needed in order for pedestrians and vehicles, except boats and boat passengers, to access the Willamette section of Parcel 2.

#### **IV. Challenge to Standing of Tri-Met**

The Applicants challenged the standing of Tri-Met to bring this appeal upon the grounds that the SP Area is owned by the City of Portland, not by Tri-Met.

The rules governing standing are found in MCC 11.15.8225, Parties. That rule states that persons entitled to notice under MCC .8220(C) and other persons who demonstrate to the approval authority "that they could be aggrieved or have interests adversely affect by the decision" are parties to land use matters. Tri-Met is not entitled to notice under MCC .8220(C) because it does not own the SP Area nor does it own any land within the area surrounding the Guess property described in MCC .8220(C). The Hearings Officer finds, however, that Tri-Met is an entity that is aggrieved by the Planning Director's decision and that has interests that are adversely affected by the decision.

The evidence in this case shows that Tri-Met manages the SP Area, on behalf of the City of Portland and as part of a consortium of governmental entities who manage the SP Area. Tri-Met seeks to limit crossings of the trolley line which separates the Willamette Parcel from the Riverwood Parcel on behalf of all governmental entities who participate in the consortium and for the benefit of the public. The proposed land division will require an additional crossing of the SP Area due to the steep terrain of the Guess property, the location of the existing crossing to the Guess home and the location of the Guess home and the location of the Guess garage on the far side of the property (when compared to Parcel 2). The Applicants have applied to Multnomah County for the issuance of an incursion permit, to authorize an additional crossing of the SP Area. Tri-Met is responsible, by intergovernmental agreement, for providing technical support to the County in making the incursion permit decision. As the partition application creates the need for an additional access to the Guess property, an access which will affect the public's interest in using the SP Area for rail transportation and other potential public uses, the Hearings Officer finds that Tri-Met is adversely affected and aggrieved by the Planning Director's decision.

#### **V. Role of Comprehensive Plan in this Review**

Attorney John Nelson, on behalf of the Applicants, objected to the inclusion of approval criteria from the County's comprehensive plan in the County's land use notices for this decision. The basis for this

objection is ORS 197.195 (1) which precludes local governments from considering comprehensive plan policies which have not been incorporated into local land use regulations as the basis for making a limited land use decision. A limited land use decision is defined by ORS 197.015 to include partition applications filed involving land located within an urban growth boundary. The Guess property is located inside of an urban growth boundary so is governed by ORS 197.015. As a result, the Hearings Officer did not rely upon any of the provisions of its comprehensive plan in deciding this case.

## **VI. Additional Findings of Fact**

The Hearings Officer makes the following additional findings in support of her decision of this appeal:

### **1. Site and Vicinity Description**

The Applicants seek to create two lots which they claim will each be more than 30,000 square feet in size. The proposed land division line, as shown on the proposed tentative plan, would be 30' plus from the existing Guess residence. There is a 50' easement to Palatine Hill water district on the south end of the property.

Exhibit E-2 shows that the Guess property (Willamette Parcel + Riverwood Parcel) is a total of 64,755 square feet in area, *excluding* the SP Area. The lot has several unusual characteristics. The northeasterly, or rear, property line abuts the Willamette River. The property has road frontage on SW Riverwood Road. Through the property, parallel to the front and rear lot lines is a 40 foot wide railroad line owned by a consortium of government agencies. The rail line at the present is used infrequently by a trolley system traveling between the City of Lake Oswego and the City of Portland. The area of the property with sufficient depth to allow for the construction of buildings is the Willamette Parcel, a parcel which is located on the opposite side of the rail line from SW Riverwood Road. This access requires an additional or a new consolidated access over the railroad property to serve a new residence on the proposed Parcel .

The buildable area between the rail property and the river is estimated by Charles Lane, P.E., of the firm of Braun Intertac, to average 45 degrees in slope. Mr. Lane also writes in a submitted report that a new structure on Parcel 2 would require the use of piling driven into the basalt rock formation found on Parcel 2 for support.

SW Riverwood Road is higher in elevation than the Willamette Parcel. At the frontage of the proposed Parcel 2 the abutting right-of-way is a tall rock wall. As a result, direct access to the parcel will, most likely, require the construction of an elevated bridge over the SP Area.

The proposed Parcel 1 contains an existing house that was constructed in 1991. That house is very close to the rail right-of-way and has an at-grade vehicular crossing over the railroad with a paved driveway one car in width.

Land uses in the vicinity are single family homes on large urban lots. SW Riverwood is improved to allow two-way traffic but has no improved parking area or other road edge improvements.

**2. Size of Willamette and Riverwood Parcels.**

The Willamette Parcel is 53,897 square feet in size. The Riverwood Parcel is 10,858 square feet in size. As noted by Tri-Met, neither parcel is large enough to be separately divided into two lots of at least 30,000 square feet in size.

**3. Lot of Record.**

The Planning Director's decision found that Riverwood and Willamette Parcels, together, were a single lot of record. The Director did not, however, explain how that conclusion was reached. As a result, the Hearings Officer has reviewed the County's lot of record provisions and subdivision regulations to determine whether the Riverwood and Willamette Parcels should be treated as a single unit for land division purposes.

The Applicants claim that their property is a lot, as defined by MCC 11.15.2848. Subsection 1 of that code section states that a lot is "a parcel of land" which meets the following requirements:

- (a) For which a deed or other instrument creating the parcel was recorded with the recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;
- (b) Which satisfied all applicable laws when the parcel was created;
- (c) Which satisfies the minimum lot size requirements of MCC .2844; and
- (d) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or substandard parcels under the same ownership.

Subsection 2 recognizes lots which do not meet the minimum lot size requirements of MCC .2844, under the circumstances listed in items a, b and d above if the lot meets the standards of MCC .2846(B). Subsection 3 applies to groups of contiguous parcels. That subsection is not applicable to this case as the Riverwood and Willamette Parcels are not contiguous.

The Applicants claim that both the Riverwood and Willamette Parcels were created as a single unit of land by deed. The Hearings Officer finds, however, that the Applicants have failed to prove this fact because the deed submitted by the Guess family, marked Exhibit A9, fails to show that the legal description for the entire Guess property was ever recorded or in recordable form prior to March 10, 1994. Page 2 of the legal description (Exhibit A9) appears to describe

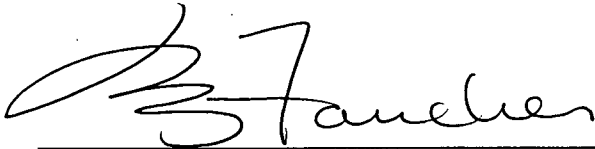


both the Riverwood and Willamette Parcels as a single parcel but this page lacks any indicia of recording (no book or page numbers, no recording stamp). Further, pages 3 and 4 of the exhibit include a legal description of two parcels, one of which appears to be the Riverwood Parcel. Page 4 of Exhibit A9 shows a 1995 recording date indicating that the deed was not recorded prior to March 10, 1994 and making it unclear whether the deed with the single lot description was in recordable form prior to March 10, 1994. The first page of the deed also shows two volume and page numbers, indicating that the 1989 deed was recorded twice. As such, the Hearings Officer concludes that the Applicants have failed to meet their burden of proving that any part of the subject property is a lot under MCC 11.15.2848.<sup>8</sup>

## **VII. Tolling of 120-day Period**

The Applicants' attorney agreed to toll the 120 day period from April 16, 1997 until July 14, 1997. The period of April 16, 1997 through July 2, 1997 was tolled as the result of continuances to allow the parties to attempt to negotiate this matter and the Applicants' agreement. The Hearings Officer was away from her office between July 2, 1997 and July 14, 1997 and Applicants' attorney kindly agreed to toll this period of time as well.

**DATED** this 24th day of July 1997.



Liz Fancher, OSB #81220  
Multnomah County Hearings Officer

**MAILED** this \_\_\_\_ day of July, 1997.

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

<sup>8</sup>This definition of the term "lot" is applied by Multnomah County to lots in the R-30 zone. The term "lot" found in MCC 11.15.0010 applies to the entire Multnomah County zoning ordinance except where the context requires otherwise. The term lot in the R-30 zone is used by the County to regulate the specific activities allowed in that zone and is applied in addition to the lot definition found in MCC 11.15.0010.

**Appeal to the Board of County Commissioners:**

**The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the Transportation and Land Use Planning division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal required a completed "Notice of Review" for and a fee of \$500.00 plus a \$3.50 per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the Planning Office at 2115 SE Morrison St., Portland, or you may call 248-3043 for additional instructions.**

Meeting Date: AUG 21 1997  
Agenda No: C-11  
Est. Start Time: 9:30 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Report to the Board the Hearings Officer's decision on SEC 13-97.

**BOARD BRIEFING**      Date Requested:  
                                 Amt. of Time Needed:  
                                 Requested By:

**REGULAR MEETING**      Date Requested:      August 21, 1997  
                                 Amt. of Time Needed:      5 minutes

**DEPARTMENT:**      DES      **DIVISION:** Transportation & Land Use Planning  
**CONTACT:**      Bob Hall      **TELEPHONE:** 248-3043  
                                 **BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Stuart Farmer

### ACTION REQUESTED

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

### SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding an approval of a Significant Environmental Concern Permit for a single family dwelling on lands designated as Rural Residential.

### SIGNATURES REQUIRED

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** K. B. Lane E. K. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 AUG - 6 AM 11:50



BOARD HEARING of August 14, 1997

TIME 9:30am

CASE NAME Significant Environmental Concern Permit Request NUMBER

SEC 13-97

1. Applicant Name/Address

Steven Diess  
2111 NE Hancock #3  
Portland 97212

2. Action Requested by Applicant

Approval to construct a single family residence on property designated Rural Residential with a Significant Environmental Concern overlay.

3. Planning Staff Recommendation

Approval

4. Hearings Officer Decision:

Approval

5. If recommendation and decision are different, why?

N/A

6. The following issues were raised at the hearing (*who raised them?*)

- a. Impact on wells in the area. (adjacent neighbor).
- b. Unsuitability of area for subsurface sewage disposal (adjacent neighbor).
- c. Increased traffic (adjacent neighbor).
- d. Impact on wildlife habitat (adjacent neighbor).

7. Do any of these issues have policy implications? Explain.

No, the proposal satisfies applicable Rural Residential and Significant Environmental Concern policies.

ACTION REQUESTED OF BOARD

- ☒ Affirm Plan.Com./Hearing Officer
- ☐ Hearing/Rehearing
  - ☐ Scope of Review
    - ☐ On the record
    - ☐ De Novo
    - ☐ New Information allowed

**MULTNOMAH COUNTY, OREGON  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING AND DEVELOPMENT**

**Case File:** SEC 13-97

**Proposed Action(s) and Use(s):** To construct a single family residence on property designated Rural Residential (RR) and Significant Environment Concern (SEC).

**Property Location:** 18988 N.W. King Road. Lot 2, Fairland; 0.54 acres

**Applicant:** Steven Diess  
2111 NE Hancock #3  
Portland, Oregon 97212

**Property Owner:** Karen M. Brelje  
636 Warner Parrott Road  
Oregon City, OR 97045

**Appellant:** Roger W. Hill  
18960 NW King Road  
Portland, Oregon 97231

**HEARINGS OFFICER'S DECISION**

**DECISIONS:**

**Planning Director's Decision:**

Approve, development of this property with a single family residence based on the findings, conclusions, and conditions contained herein.

**Hearings Officer's Decision on Appeal:**

Affirm decision of Planning Director, with modifications to the conditions of approval.

**Conditions of Approval:**

1. The applicant shall conduct their use of the subject property in accordance with all applicable environmental regulations.

2. The applicant shall obtain a septic tank permit and well permit from the appropriate governmental agencies prior to commencing construction of the proposed home and prior to the issuance of a building permit for the home.
3. The applicant shall drill a domestic water well that is suitable for use as a source of domestic water prior to issuance of a building permit for the proposed residence. Proof of this fact must be provided to the Multnomah County Planning Division or this permit will be void.
4. No construction activity that is audible beyond the boundaries of the subject property may occur between the hours of 10:00 p.m. and 7:00 a.m.
5. This permit is issued for the home proposed in the drawings submitted with the application. Any significant revision of those plans shall require a new SEC permit.
6. The Applicant shall revise the home plan to remove the third story window shown on the east elevation of the subject property. This window may be replaced by solid siding consistent with the siding of the rest of the home or with a small window, no larger than the third story window proposed for the west elevation of the house. The window may be round, square or rectangular.
7. The bottom of both third story "attic" windows must be placed *at least* 6 feet above floor level.
8. The applicant shall provide an on-site storm drainage systems which contains all drainage on site and which complies with the specification for drainage in the manner shown on Exhibit E-7.
9. All exterior colors shall be dark natural earth tones as indicated in the application.

#### **BACKGROUND:**

1. **Applicant's Proposal:** The applicant requests approval for a Significant Environmental Concern Permit for the construction of a single family residence on the above described property.
2. **Site and Vicinity Characteristics:** The property consists of 0.54 acres which is undeveloped. The property appears to have been largely cleared, but has since overgrown with berries, Scotch broom and other deciduous species. The property is located within a

large area of rural residential properties characterized by lots ranging from one-half to over one acre in size developed with single family residences.

3. **Appeal:** On May 29, 1997 the Planning Director approved the SEC permit for the above described property. On June 9, 1997, appellant Roger W. Hill filed an appeal of that decision. The grounds for appeal were that the applicant and County had failed to demonstrate compliance with the following approval criteria: MCC 11.15.6420 (K) and (L) and Comprehensive Plan Policies 13 and 37(C), (F) & (I).
4. **Scope of Review on Appeal:** An appeal of an Administrative Decision is limited to the "specific grounds" listed in the Notice of Appeal. MCC 11.15.8290. As a result, the Hearings Officer's decision addresses those matters challenged in the Notice of Appeal. Other issues were raised at the appeal hearing, such as the visibility of the proposed home from key viewing areas. Those issues were not raised in the Notice of Appeal and, therefore, are not at issue in this appeal. The findings of the Director on visibility from viewing areas and all other issues stand as written by the Director and are not repeated in this decision.

At the hearing regarding this appeal, the Hearings Officer indicated that the findings of the Director were not very detailed. This comment was not intended as a criticism of those findings as the findings are appropriate for what was, at the time of decision by the Director, an uncontested case. Further findings are now, however, required to respond to specific concerns and claims raised by appellant Roger Hill.

#### **FINDINGS RE GROUNDS FOR APPEAL:**

##### ***MCC 11.15.6420: Criteria for Approval of SEC Permit (General Provisions):***

*The SEC designation shall apply to those significant natural resources, natural areas, wilderness areas, cultural areas, and wild and scenic waterways that are designated SEC on the Multnomah County sectional maps. Any proposed activity or use requiring an SEC permit shall be subject to the following:*

***MCC 11.15.6420 (K):*** *The quality of the air, water, and land resources and ambient noise levels in areas classified SEC shall be preserved in the development and use of such areas.*

**Director:** There are no identified adverse impacts that construction of the addition would cause on the air, water and noise quality of the area.

**Appellant:**

Air quality: A dirt road serves this property lead [sic] past several other residences. During the summer dry months, significant air pollution (dust) is generated by vehicle traffic. Another residence will have significant adverse impact on air quality during those month on the surrounding residences. How will this be addressed?

Water quality: This residence will be serviced be [sic] a well (yet to be constructed). The concern is: will an additional well deplete, draw down, or in any way adversely impact the water quality of the many existing wells in the immediate vicinity? Has any hydrology study been done to prove there isn't an issue? What about neighboring septic systems?

Noise levels: This is a quiet, peaceful country environment and this ordinance addresses "development" as well as "use." We therefore request construction of this residence be accomplished as quietly and as quickly as possible, and that construction times be limited to normal business hours, Monday through Friday, 8 to 5 p.m.

**Hearings Officer:** This section requires that the quality of the air, water, and land resources and ambient noise levels in the area of the subject property be "preserved" in the development and use of such areas. This preservation standard requires that whatever "quality" presently exists be maintained after the construction of the proposed residence. This section is ambiguous, however, as it does not establish any standards of quality nor does it place limits on ambient noise levels. Neither does the section explain whether it is intended to proscribe those impacts typically associated with development allowed by the underlying zone.

The Hearings Officer, therefore, must interpret the meaning of this section. The Hearings Officer reviewed the Administrative Decision which approved the adjoining Hill residence in April of 1996 in order to see how the County had previously interpreted this approval criterion in this neighborhood. The record of that decision is included as a part of the record of this case. In the Hill case, Mr. Hill's statement of compliance with this standard was that "[t]he existing quality of air, water and land resources and ambient noise levels shall be preserved during development and use of the property." The Planning Director found that "[c]onditions of approval could ensure the site is maintained and cleared of construction debris, waste and solid waste material during and after construction of the home." Such a condition of approval was imposed on Mr. Hill's SEC permit. These findings show that the County takes a general approach to this approval criteria which accepts impacts typically associated with single family residential



development. As such, the Hearings Officer interprets this approval criterion as precluding the applicant from causing any atypical impacts upon the neighborhood ecosystem.

In order to comply with this standard, the Hearings Officer finds that the applicants must be required to conduct their use of the property in accordance with all applicable environmental regulations. A condition of approval will require such compliance. Additionally, a condition of approval will require the applicant to obtain a septic tank permit and well permit from the appropriate governmental agencies prior to commencing construction of the proposed home and prior to obtaining a building permit for the home. If such permits are not obtained, the applicant may not construct a home on the subject property as to do so would harm the environmental quality of the neighborhood.

Turning to the appellant's concerns, the Hearings Officer makes the following findings:

1. The applicant's use of the dirt road which serves the neighborhood and the subject property may generate dust during summer months. The impact that this use will have will not, however, be any different than the impact caused by use of this road by the Hill family or by other area residents. As such, the quality of the air in this area is already poor during summer months and the appellant's use will not alter that quality. The approval standard does not require the appellant to correct existing environmental problems in the neighborhood as a precondition of developing the subject property.
2. The applicant will be required, as a condition of approval, to obtain a well permit prior to drilling a well. The Hearings Officer finds that the drilling of the well and the issuance of a well permit is regulated by the State of Oregon in order to protect water quality and to assure a fair allocation of water between competing users. The imposition of this condition of approval will assure that the proposed well will not adversely affect the quality of the area's water supply. Further, the recent issuance of a well permit for the Hill property and the lack of any problems by the Hills in obtaining that source of water confirms that the drilling of a well in this area will not cause problems to the water quality of the area. Brent Brelje, a civil engineer with experience in well and groundwater issues, testified that the geology of the area is well-suited to use as a source of groundwater.

The applicant's concern about well depletion and draw down are not relevant to this approval criterion. This is because this code section relates to water *quality* not water supply or *quantity*.

3. The Hearings Officer finds that Mr. Hill's concerns about noise are reasonable given the fact that the future home owner intends to build the proposed home in

his spare time with help from his family and the fact that the County's noise regulations exempt construction noise from its noise limits. Without reasonable limits upon noise, the Hill family and neighborhood could be subjected to construction noise during night time hours for a prolonged period of time. As a result, the Hearings Officer will require, as a condition of approval, that no construction activity that is audible beyond the boundaries of the subject property occur between the hours of 10:00 p.m. and 7:00 a.m.

***MCC 11.15.6420 (L):*** *The design, bulk, construction materials, color and lighting of buildings, structures and signs shall be compatible with the character and visual quality of areas of significant environmental concern.*

**Director:** The proposed residence will be comparable to existing structures in the surrounding area with respect to height, color and materials.

**Appellant:** The findings do not address the "design" and "bulk" as well as the "character and visual quality . . ." of the proposed construction. All structures in the neighborhood are small (1600 square feet and smaller), single story residences and outbuildings situated on 3/4 acre and larger properties. The proposal is for a large (3500 sq. ft.) two story home (plus attached garage), on the smallest property around, a 1/2 acre. This is not the typical city or suburban environment, rather a more county setting with lots of air space around and distance between structure. We therefore request the size of the proposed project be scaled back and distance between buildings be more appropriate to the environment.

**Hearings Officer:** There is substantial evidence in the record of this matter regarding the issue at the land use hearing. This evidence included photographs of the neighborhood and maps of structures on adjoining properties. Based on this evidence, the Hearings Officer finds that the design, bulk, construction materials, color and lighting of the proposed dwelling will be compatible with character and visual quality of areas of significant environmental concern.

All parties assume that the area of environmental concern is the surrounding residential neighborhood. As no party has challenged this assumption, the Hearings Officer accepts it for purposes of deciding this appeal.

Mr. Hill's appeal is in error when it states that "[a]ll structures in the neighborhood are small (1600 square feet and smaller), single story residences and outbuildings situated on 3/4 acre and larger properties." The evidence in the record makes it clear that there are two-story homes in the neighborhood. Mr. Hill's claim regarding the size of the homes is also deemed unreliable by the Hearings Officer given the lack of accuracy in his

statement about the number of stories on the home and the fact that Mr. Hill's drawing of the location of the drainfield on his property conflicts with the official records of the septic drainfield and with the location of the field shown on Mr. Hill's SEC permit application. Mr. Hill's studio/workshop *alone* exceeds the 1600 square foot size.

The photographic evidence shows that the neighborhood contains homes of different ages and styles. The adjoining Hill property contains a residence and studio/garage that is very modern in style and design. The Hill home has a feel of the Orient due to the styling of the front entryway. This is the only home in the neighborhood which has such a feel. The Hill home is 1440 square feet in size according to Mr. Hill. The tax assessor's records indicate a home size of 1776 square feet. The Hill permit shows that Mr. Hill obtained approval for a 42' x 30' residence (1260 square feet). Apparently, the home has grown since the time of approval.<sup>1</sup> The Hill home also includes an art studio and workshop. The approved SEC permit shows the structure as being 36' x 64' or 2304 square feet. The tax records indicate that the studio is 2160 square feet and Mr. Hill claims it is 2000 square feet. Regardless, the combined lot coverage by the structures on the Hill lot exceeds 3500 square feet. By contrast, the proposed residence on the Brelje property will cover no more than 3600 square feet (total of 3936 square feet: 400 square feet in attic/third floor, the remaining 3536 square split between two floors, excluding garage area, assuming that area of second floor will equal or exceed size of garage based on drawing of home).

Some of the other houses in the neighborhood are two story and split level homes with styling consistent with designs popular in the 1960s and 1970s. The proposed home is consistent with these homes, except to the extent that it proposes a third floor area. The third floor includes two windows: one large picture window on the east side of the property and a small window on the west side. The Hearings Officer finds that the use of the large picture window on the east side of the proposed home makes it very clear that there is a third story on the home. As a three story home is not compatible with the other homes in the scenic area, the Hearings Officer will require that the applicant remove the proposed picture window and replace it with solid siding or with a small window, no larger than the third story window proposed for the west elevation of the house. The window may be round, square or rectangular. The bottom of both third story "attic" windows must be placed *at least* 6 feet above floor level so that home occupants may not stand on the third floor and look down on the neighborhood and be seen from adjoining homes. This will make the third floor appear more like the "attic" area that the applicants have stated it will be and more similar to the two story homes in the neighborhood.

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<sup>1</sup>This variance between the home actually constructed and the home permitted could require Mr. Hill to obtain a new SEC permit in order to retain the oversized area of his home.

Other homes have a "ranch" style or are single story homes of an early period. The proposed home will be the largest home in the neighborhood but will not cover significantly more land area than the structures which are found on adjoining properties. This conclusion is drawn from the various area maps submitted in this matter and by Mr. Hill in his application for an SEC permit and hearing testimony. The maps and testimony show that most other homes are single story and, therefore, all of the homes square footage covers lot area. Further, the evidence shows that there are numerous accessory structures on other area lots which cover large parts of other neighborhood lots. The combined impact of these facts is that the amount of square footage of subject property that will be covered by the proposed home will not be materially different than the land area covered on other lots. The smaller lot size of the proposed lot is not, itself, a reason to reduce the size of the proposed home because the side of the property adjoins a 20' wide easement area which will provide an additional separation between the proposed home and homes located to the west of the subject property. Also, the homes to the west are located on the west side of their lots, providing ample spacing between the proposed home and existing homes. The proposed home is also located a significant distance away from the Hill home and is separated from that home by the large Hill studio/workshop. As a result, the Hearings Officer finds that the amount of spacing between structures is consistent with the spacing of many structures in the neighborhood.

#### MULTNOMAH COUNTY COMPREHENSIVE PLAN POLICIES:

***Policy No. 13, Air, Water and Noise Quality:*** Multnomah County, . . . [S]upports efforts to improve air and water quality and to reduce noise levels. . . . Furthermore, it is the County's policy to require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to Air Quality, Water Quality, and Noise Levels.

**Director:** No significant impact on air pollution will result from the construction of a single-family residence. Water provided to the site is provided in concert with D.E.Q. and State Water Resource requirements.

**Appellant:** All of the above, MCC 11.15.6420(K), applies here as well. Additionally, the findings make a completely untrue statement; "Water provided to the site . . ." There is no water source for this site at the present time. This is discussed further below, Policy 37.

**Hearings Officer:** The Hearings Officer has addressed the Appellant's preceding concerns and MCC 11.15.6420(K), above. The Hearings Officer finds that water is not presently available to serve the subject property. As a result, the Hearings Officer has required the applicant to obtain a well permit and construct a functioning domestic well prior to issuance of a building permit for the requested residence. This comprehensive plan policy does not require the applicant to

improve air and water quality and to reduce noise levels. This is a direction to the County which is implemented by the requirement to obtain statements from the appropriate agencies. The appellant has not challenged the sufficiency of proof regarding the agency statements so that issue is not before the Hearings Officer.

***Policy No. 37, Utilities:*** *The County's policy is to require a finding prior to approval of a legislative hearing or quasi-judicial action that:*

***WATER DISPOSAL SYSTEM:***

***C.*** *There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or*

**Director:** The property has a private well capable of producing 24 gallons per minute.

**Appellant:** This is a blatant mistake. There is no well on the property and it is questionable whether a well could be installed appropriately. The property is surrounded by four septic systems and the size of the property is small enough such that there is no place to drill a well and maintain a 100' setback from these systems. See attached sketch of property. The concern for the neighboring wells is that the water source is not in a rock encased aquifer that would be easy to seal with typical drilling practices. Rather, the water source is simply a subterranean gravel field (about 200' deep) with a shallow clay layer for protection. If one well in the area gets polluted, potentially all the neighboring wells will be affected.

**Hearings Officer:** The property does not presently have an existing well. The existence of a functioning domestic well was, therefore, made a condition of approval of this application. If the applicant cannot obtain approval of a well permit due to the locations of adjoining drainfields, this SEC permit within the time allowed for construction of the home, this permit will become null and void. The Hearings Officer also finds that it appears that the applicant will be able to locate a well that is at least 100' away from all adjoining drainfields. This is because the official records of septic approvals show that the drainfields are more than 100 feet away from many areas of the subject property which might serve as well sites. The Hearings Officer finds that the locations shown on Mr. Hill's map do not coincide with the official records nor with septic drainfield location shown on Mr. Hill's SEC permit application. As the locations on the Hill drawing were all much closer to the subject property than shown on other official documents, the Hearings Officer finds that the Hill document is not reliable evidence upon which the Hearings Officer may base a decision of denial of this application.

***DRAINAGE:***

***E.*** *There is adequate capacity in the storm water system to handle the increased run-off; or*  
***F.*** *The water run-off can be handled on the site or adequate provisions can be made; and*

*G. The run-off from the site will not adversely affect the water quality in adjacent streams, ponds, lakes or alter the drainage on adjacent lands.*

**Director:** The City of Portland Building Bureau regulates the flow of water coming off single family residences. Multnomah County Requires a Grading and Erosion Control Permit for the disturbance of 50 cubic yards of earth or more and a Hillside Development Permit for development of land on slopes averaging greater than 25%. Earth disturbing activities resulting in less than 50 cu. yds. being disturbed is considered negligible except in Hillside Areas.

**Appellant:** This is an inappropriate response to the question of drainage or water run-off from buildings. The question relates to storm water, i.e., how will the water coming off the roof, gutters, and down-spouts be handled. The City of Portland, Bureau of Buildings, Environmental Soils regulates this by requiring a subsurface drain-field of a certain length per square feet of roof area. The applicant has not addressed how this will be handled.

**Hearings Officer:** The applicant proposes to handle drainage in the manner shown on Exhibit E-7, a method suggested by the Portland Bureau of Buildings, Environmental Soils division. The use of such a drainage system that complies with the specifications shown on Exhibit E-7 will be required as a condition of approval of this permit.

#### *ENERGY AND COMMUNICATIONS:*

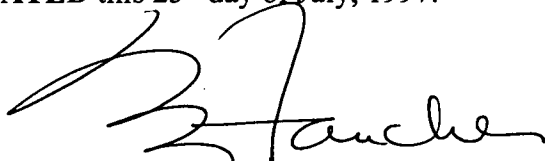
##### *I. Communications facilities are available.*

**Director:** The property is currently served by electric and telephone facilities that will not be affected by this addition.

**Appellant:** The telephone system is currently overloaded in this area, i.e., there are no more twisted-pairs available for additional phone service. Neighbors who have two lines are being cut back to single lines because of problems with other lines going bad, particularly during rainy periods. US West currently does not have plans to upgrade the desperately needed service to this area.

**Hearings Officer:** The Hearings Officer finds that the testimony of Steven Diess that US West is willing and able to provide telephone service to the subject property persuasive. Mr. Hill's evidence on this point is not found to be credible given the fact the septic tank location and home size and story information submitted by Mr. Hill was shown to be inaccurate by Mr. Diess, with official records and photographs. Cellular telephone service is also available in this area.

DATED this 25<sup>th</sup> day of July, 1997.

  
LIZ FANCHER, Hearings Officer

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

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

## SEC 13-97 LIST OF EXHIBITS

**"A" - Applicant Submittals:**

- A 1 - General Application Form and photos
- A 2 - Applicant's Response to Approval Criteria, 7 pages
- A 3 - Property Owner Consent Form
- A 4 - Service Provider forms
- A 5 - Vicinity and Site plans, 5 pages

**"B" - Notification Information:**

- B 1 - Notice of Public Hearing
- B 2 - Affidavit of Posting

**"C" - Multnomah County Items:**

- C 1 - Planning Director decision Report

**"D" - Pre-Hearing Submittals**

- D 1 - Notice of Appeal by Roger Hill

**"E" - Documents Submitted at 7/16/97 Public Hearing:**

- E 1 - Posterboard with map and photographs of neighborhood homes
- E 2 - Photograph of Hill outbuilding
- E 3 - Photograph of two Clark Road houses
- E 4 - Septic Record (City of Portland files)
- E 5 - Hill Septic Record (City of Portland files)

- E 6 - Septic feasibility letter
- E7 - Portland drainage regulations (illustration)
- E8 - Revised building plans
- E9 - Topographic map
- E10 - Hill map of neighborhood
- E11- Hill SEC Permit File (SEC 6-96)

**Appeal to the Board of County Commissioners:**

**The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the Transportation and Land Use Planning division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal required a completed "Notice of Review" for and a fee of \$500.00 plus a \$3.50 per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the Planning Office at 2115 SE Morrison St., Portland, or you may call 248-3043 for additional instructions.**



MEETING DATE: AUG 21 1997  
AGENDA #: R-2  
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Brentwood-Darlington Family Resource Center Loan Extension

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: August 21, 1997

AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Non-Departmental

DIVISION: Commission District #3

CONTACT: Don Carlson

TELEPHONE #: 248-5126

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Commissioner Collier/Mike Harris

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

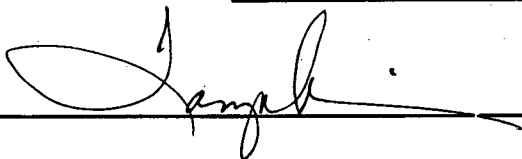
### SUGGESTED AGENDA TITLE:

A Resolution Extending the Bridge Loan to the Brentwood-Darlington Family Resource Center

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

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

### SIGNATURES REQUIRED:



BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 AM 11:33  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM STAFF REPORT**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Don Carlson / Chris Sickels

**TODAY'S DATE:** August 8, 1997

**REQUESTED PLACEMENT DATE:** August 21, 1997

**RE: REQUEST APPROVAL OF A RESOLUTION TO EXTEND THE BRIDGE LOAN TO THE BRENTWOOD-DARLINGTON FAMILY RESOURCE CENTER.**

**I. Recommendation/Action Requested:**

Request the Board of County Commissioners approve the attached resolution to extend the bridge loan to the Brentwood-Darlington Family Resource Center to June 30, 1998.

**II. Background/Analysis:**

The Board of County Commissioners approved Resolution and Order No. 95-258 on December 14, 1995 authorizing a loan in the amount of \$137,500 to the Brentwood-Darlington Family Resource Center Board of Directors. The purpose of the loan was to provide bridge funding for the Community Center so construction could begin during the 1996 construction season to avoid future construction cost increases. The Community Center Board continued its efforts to raise the money during 1996 to repay the loan. It was not able to raise the necessary funds during this period of time because much of its focus and energy was spent dealing with construction issues and opening of the Center.

In February of 1997 Sam Galbreath, former Development Coordinator of the Center, sent a letter of inquiry to the Murdock Charitable Trust seeking partial support. That letter and the reply from the Trust indicating that the Center project meets the criteria of the Trust is attached as Exhibit A. The Board desires to follow-up on the letter of inquiry and make a formal application for funding. The Board also requests that at the end of the current fiscal year, the Board of County Commissioners take action to relieve the Board of any financial obligation for any outstanding part of the bridge loan.

**III. Financial Impact:**

The County Board made the loan out of the County General Fund. If all or any portion of the loan is not repaid, the County will have to write it off thus reducing the General Fund Fund Balance.

**IV. Legal Issues:**

There are no apparent legal issues regarding this request.

**V. Controversial Issues:**

This request is not a matter of controversy.

**VI. Link to Current County Policies:**

The County Board has followed its policies and procedures in making the loan for the public purpose of constructing the Family Resource Center. Extension of the loan to allow additional time to seek funding to repay the loan, is within the policy framework of the County Board.

**VII. Citizen Participation:**

The notice of the public hearing on this resolution is being given following normal county procedures. The public hearing allows for public testimony.

**VIII. Other Government Participation:**

The City of Portland provided a bridge loan in the amount of \$112,500 from Housing and Community Development Block Grant funds. The request for funding by the Trust or from any other source would include repayment of all or a portion of the City loan on a proportional basis.

# EXHIBIT A

## BRENTWOOD-DARLINGTON COMMUNITY/FAMILY RESOURCE CENTER An Oregon Nonprofit Corporation

Board of Directors  
Michael Harris, Chair  
Darlene Carlson  
Eaine Castilo  
Mary Davis  
Carol Grant  
Michael Grant  
Barbara Madigan  
Nancy Melior  
Patricia Navin  
Susan Simper  
Ron Sumner

Development Coordinator  
Sam Galbreath  
7720 SW Macadam Ave., No. 20  
Portland, Oregon 97219  
Telephone (503) 244-3435  
Fax (503) 244-7416

February 21, 1997

Dr. John Van Zytveld  
Senior Program Officer  
M.J. Murdock Charitable Trust  
P.O. Box 1618  
Vancouver, WA 98668

Re. Brentwood-Darlington Community Center

Dear Mr. Zytveld:

We submit this letter of inquiry to request consideration of a trust contribution of \$200,000, to provide capital financing for our newly completed community center. The City of Portland and Multnomah County provided an interim loan of \$200,000 needed to commence construction. The Brentwood-Darlington Community Center Board pledged to retire the gap funding within 24 months of the receipt of City and County funds. Will you help us?

### Organization Background

The Brentwood-Darlington Community Center is owned and operated by a newly formed, neighborhood-based, non-profit corporation. Since the Center is community owned it allows the neighborhood unprecedented control over the facility, its programs and tenants. This assures the activities of the Center are consistent with community values and address critical community needs.

The Community Center is a visible symbol of the new identity emerging in Brentwood-Darlington. With miles of unpaved streets, failing septic systems, and an increasing crime rate, the area had little hope until it was annexed in the City of Portland in 1985 and a neighborhood association was formed. They participated in the development of the Brentwood-Darlington Neighborhood Plan which identified high priority community needs and desires one of which was a community center. Many of the high priority needs of the community have been or are successfully being met. Through hard work by community leaders in partnership with public agencies and private non-profit social service providers, the neighborhood is feeling successful and empowered.

Over the past ten years, the neighborhood has worked in partnership with other entities to successfully establish the Safety Action Team Office of community policing and staff it with neighborhood volunteers. This has resulted in the closure of over 100 neighborhood drug houses. Neighborhood volunteers have helped accomplish the development of Harney Park and surrounding area streets. They were chosen as the most outstanding neighborhood association in 1989 and have seen Lane Middle School designated as one of three Community Schools in the City.

### Community Need

This project is a response to a neglected neighborhood's dream for a Community Center. Annexed to the City of Portland in 1935, Errol Heights had a long history of decay and despair. Nicknamed "Felony Flats" because it had the largest resident population of convicted felons in the state, it was riddled with crime, unemployment, failing septic and water systems, miles of unpaved streets, and a population that distrusted outsiders but knew it needed help.

The Center will have a significant impact on our ability to get integrated services to the residents. And, we expect a significantly higher number of residents to access services they need because they will be close by, and residents won't have to leave familiar territory, deal with the hassle of a long bus ride or locate a baby sitter. If area residents can get the help they need, the neighborhood will continue to flourish as unemployment is reduced, health improves and crime diminishes.

#### **Project Description**

Fall of 1996, marked the grand opening of the Brentwood-Darlington Community Center. It has taken two and a half years of diligence and collaboration for the neighborhood to fully realize their dream for a community center. The B/D Community Center models the true spirit of community building through partnerships including local private, non-profit and public organizations.

Designed with a strong residential appearance, the one story, 8,600 square foot building is built on land leased by the Portland Public Schools. It contains office space for community services and areas for child care, counseling and health assessment. The heart of the Center is a large multi-purpose space divisible into meeting rooms for continuing education classes, senior activities, meals, youth programs, dances, games, receptions, and socializing.

Tenants of the Center include the Providence Health System, Multnomah County Aging Services, Portland Impact Senior Services and Family Center, Oregon State University Extension, State Adult and Family Services, Private Industry Council and ROSE Community Development Corporation among others. Tenant rents support the Center's ongoing operation and upkeep.

#### **Project Support**

The project's costs were funded through grants from 15 major contributors as well as contributions from neighbors and friends of the Center. Contributors include Meyer Memorial Trust, Providence Foundation, Portland General Electric, Rose Tucker Charitable Trust, Oregon Community Foundation, Collins Foundation, First Interstate Charitable Trust, Wessinger Foundation, U.S. National Bank, Columbia River Building Trades Council, Schnitzer Family Foundation, Goodman Family Foundation, Multnomah County and the City of Portland.

We hope you find our request worthy and consistent with the M J Murdock Charitable Trust's objectives. We anxiously await your review for eligibility. Should you have any questions regarding our brief outline of this most worthwhile project, please feel free to contact the undersigned at your convenience at 503-244-3435. Thank you in advance for your thoughtful consideration and support of this community endeavor.

Sincerely,

Brentwood-Darlington Community/Family Resource Center

Sam Galbreath, Development Coordinator

**SOURCES OF CAPITAL FUNDS  
BRENTWOOD-DARLINGTON COMMUNITY/FAMILY RESOURCE CENTER**

<u>COMMITTED</u>	<u>AMT. AWARDED</u>
Meyer Memorial Trust	\$200,000
Oregon Community Foundation	5,000
Multnomah County	200,000
City of Portland	225,000
First Interstate Bank Charitable Trust	10,000
U.S. National Bank	5,000
Rose Tucker Trust	15,000
Collins Foundation	100,000
Portland General Electric	25,000
Wessinger Foundation	25,000
Schutzer Family Foundation	3,000
Northwest Natural Gas	1,500
Providence Foundation	25,000
Goodman Family Trust	1,250
Precision Cast Parts	2,500
Community Fundraising	690
<b>Total Amount of Contributions</b>	<b>\$843,940</b>
Funding by:	
City of Portland and Multnomah County	\$200,000
 <b><u>TOTAL FINAL PROJECT COSTS</u></b>	 <b>\$1,061,075</b>

MAILING ADDRESS  
POST OFFICE BOX 4068  
VANCOUVER, WA 98668  
(206) 694-8415 (509) 285-4185  
FAX (360) 694-1819



M. J. MURDOCK CHARITABLE TRUST

M. J. MURDOCK  
EXECUTIVE PLAZA  
703 BROADWAY  
SUITE 740  
VANCOUVER, WA 98660

March 14, 1997

Sam Galbreath  
Development Coordinator  
Brentwood-Darlington Community  
Family Resource Center  
7720 S. W. Macadam Ave., No. 20  
Portland, OR 97219

Dear Mr. Galbreath:

It would appear from the information you have provided in your recent Letter of Inquiry that the general subject area described is eligible for consideration under the current grants program of the Trust. Accordingly, I have enclosed an Application Packet detailing the latest information on how to apply for a grant.

Before you make a decision about applying for support, we recommend that you study the sections on "Grants Program Philosophy" and "Questions to Ask a Proposal" within the *Grant Proposal Guidelines*. This will help you understand the Murdock Trust and what to consider should you apply for a grant. Also included is a copy of our General Application Form. This Form is to be used for all projects other than scientific research. Please be careful to follow all directions provided so that your proposal can be processed without delay.

I wish to emphasize that a determination of your eligibility to apply for a grant does not give any assurance that a grant will be awarded. The competition for funds is extremely intense. In that light, we encourage you to seek support from other donors as well to increase the probability you will be able to secure the funding you need for this project. Any formal request you make to the Trust must stand alone and be sufficiently complete so that it can be evaluated apart from any previously submitted material.

Please feel free to call the Trust offices should you have any questions.

Sincerely yours,

M. J. MURDOCK CHARITABLE TRUST

John Van Zytveld, Ph.D.  
Senior Program Director

JVZ:ejf  
Enclosure

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

Extending the Bridge Loan to the                    )  
Brentwood-Darlington Community                )  
Family Resource Center to June 30, 1998        )

RESOLUTION NO. 97-

WHEREAS, the Board of County Commissioners approved Resolution and Order No. 95-258 authorizing a bridge loan in the amount of \$137,500 for the Brentwood-Darlington Community Family Resource Center, Inc.;

WHEREAS, the bridge loan was to be repaid to Multnomah County in fiscal year 1996-97;

WHEREAS, the Brentwood-Darlington Community Center Director has informed the County that they currently do not have funds on hand to repay the bridge loan;

WHEREAS, the Brentwood-Darlington Community Center is in the process of submitting an application for funding to a charitable trust; and

WHEREAS, the charitable trust has indicated that the Brentwood-Darlington Community Center project meets the trust's criteria for funding.

NOW THEREFORE IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners extends the repayment of the bridge loan in the amount of \$137,500 to be repaid no later than June 30, 1998; and, that it is the intent of this Board to terminate the unpaid balance on the bridge loan at the end of this extension period .

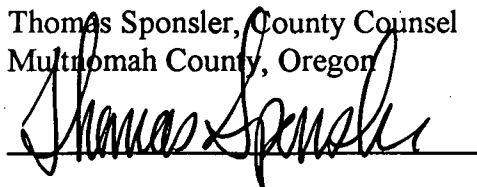
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

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

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

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon





MEETING DATE: AUG 21 1997  
AGENDA #: R-3  
ESTIMATED START TIME: 9:40am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Office of County Counsel

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: August 21, 1997

AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Non-Departmental

DIVISION: Commission District #3

CONTACT: Don Carlson

TELEPHONE #: 248-5126

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Commissioner Collier/Tom Sponsler

### ACTION REQUESTED:

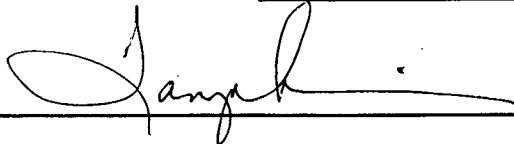
☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

*An ordinance relating to county organization; creating an Office of County Counsel; and repealing Ordinance No. 607*

### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_



BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 AM 11:54  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM STAFF REPORT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Don Carlson/Tom Sponsler

TODAY'S DATE: August 13, 1997

REQUESTED PLACEMENT DATE: August 21, 1997

**RE: REQUEST APPROVAL OF AN ORDINANCE TO CREATE AN OFFICE  
OF COUNTY COUNSEL.**

**I. Recommendation/Action Requested:**

Request the Board of County Commissioners approve the attached ordinance creating the Office of County Counsel.

**II. Background/Analysis:**

The County has recently appointed a new County Counsel (Counsel). It is important at the start of this new relationship to define the duties and responsibilities of the Counsel and to define the relationship of the Counsel to all parts of the county government. The Counsel is the chief legal advisor for the county and works for both the executive branch including all administrative departments and units and the legislative branch, the board of commissioners. At the time this ordinance was prepared, it appeared that there was no adopted county policy which states the duties and responsibilities of the Counsel and defines the relationship with the administration, board and other elected officials. County Counsel recently found a copy of Ordinance No. 607 which was adopted on January 19, 1989. Ordinance No. 607 (see Exhibit A attached) sets forth the duties and responsibilities of the Counsel and requires the Chair to consult with the Board prior to appointing or removing the Counsel. Ordinance No. 607 was never codified and a quick review of the records shows no indication that it has been changed. The proposed ordinance establishes the Office and makes the appointment of future Counsels subject to confirmation by the board. A section by section description of the proposed ordinance is as follows:

**Section 1(A)** establishes the Office and names the Counsel as the chief legal officer of the county and director of the Office. This section requires appointment of the Counsel by the Chair subject to consent of a majority of the Board. The Chair may terminate the services of the Counsel after consultation with each member of the Board.

**Section 1(B)** sets forth the duties of the Counsel. The duties range from providing legal advice to the Board, the Chair and all administrative units of the county, all other county elected officials and boards, commissions and committees; to employing outside legal counsel on behalf of the county when the Counsel deems it is necessary and appropriate to do so.

**Section 1©** establishes the attorney-client relationship between the Counsel and the county elected and appointed officials.

**Section 2** requires the ordinance to be codified in Chapter 2 of the Multnomah County code.

**Section 3** repeals ordinance No. 607.

**Section 4** sets the effective date of the ordinance on the 30<sup>th</sup> day following its adoption as provided by the County Charter.

**III. Financial Impact:**

None

**IV. Legal Issues:**

The ordinance is in conformance with the County Charter and no legal issue is expected to develop as a result of this action. Although Charter section 2.20(8) refers to "the office of county counsel", the Office of County Counsel has existed since 1975 without recognition by ordinance. The Board has legislative authority to formally create an Office of County Counsel. The provision for consent of a majority of the Board to the appointment of the County Counsel is not inconsistent with the Charter powers vested in the Chair.

**V. Controversial Issues:**

None

**VI. Link to Current County Policies:**

This ordinance is being processed and is in conformance with the policies set forth in the Multnomah County Charter.

**VII. Citizen Participation:**

The notice of the public hearing on this ordinance is being given following normal county procedures. The public hearing allows for public testimony.

#### **VIII. Other Government Participation:**

There was no direct participation by any other government in the preparation of the ordinance. Similar provisions of the Metro Code and the City of Gresham Code were used in the preparation of the ordinance.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 607

An Ordinance concerning the organization and functions of the Office of County Counsel and repealing MCC 2.30.450(H).

Multnomah County ordains as follows:

Section 1. Office of County Counsel

A. The County Counsel function shall consist of the County Counsel and such assistants as are necessary to perform the functions of the office.

B. The County Counsel shall be appointed and may be removed by the Chair, who shall consult with the Board prior to making the appointment or removal.

C. Assistant County Counsels and support staff shall be appointed by the County Counsel.

D. The County Counsel and all Assistant County Counsels shall be members in good standing of the Bar of the State of Oregon.

E. The County Counsel shall be the Chief Legal Officer of the County

F. The County Counsel function shall be organizationally part of the Office of the Chair and subject to the Chair's general administrative supervision.

G. Nothing in this ordinance is intended to abrogate the authority of the Board of Commissioners to retain counsel in accordance with ORS 203.145.

Section 2. Duties

The County Counsel shall have the following duties:

(1) Appear for, represent and defend the County, its boards and commissions, officers and employees and other persons entitled to County representation under the Oregon Tort Claims Act in all appropriate civil law proceedings;

(2) Draft or review all ordinances, resolutions, rules, orders, contracts, bonds, conveyances, deeds and other legally binding instruments to which the County is a party;

(3) Give advice and opinions orally and in writing, on matters of a civil nature in connection with the functions of the county, its officials and employees;

(4) Retain and, as appropriate, supervise and coordinate the services of outside legal counsel when necessary.

### Section 3. Records

(A) The County Counsel shall have charge and custody of the Office of County Counsel and of all legal papers pertaining thereto and shall keep in the Office a complete docket and set of pleadings of all suits, actions or proceedings in which the County or any official, employee or department is a party. If the proceedings are being conducted by outside counsel the County Counsel shall keep such pleadings and records as are deemed necessary;

(B) The County Counsel shall keep and record all significant written opinions furnished by the Office of County Counsel and shall compile and keep an index thereof.

### Section 4. Chief Assistant County Counsel

The County Counsel may designate a Chief Assistant who shall act as the County Counsel in his or her absence.

### Section 5. Repeal

MCC 2.30.450(H) is repealed.

### Section 6. Adoption.

This Ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this 19th day of January, 1989, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

(SEAL)

By Polly Casterline  
Polly Casterline  
Vice Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Laurence Kressel  
Laurence Kressel  
County Counsel

2817R/dp  
010589:1

1                   **BEFORE THE BOARD OF COUNTY COMMISSIONERS**

2                   **FOR MULTNOMAH COUNTY, OREGON**

3                   **ORDINANCE NO. \_\_\_\_\_**

4  
5           **An ordinance relating to county organization; concerning the**  
6           **organization and functions of the office of county counsel, and repealing**  
7           **Ordinance No. 607.**

8  
9  
10          **Multnomah County ordains as follows:**

11  
12          **Section 1: Office of County Counsel**

13  
14           **(A) An office of county counsel is established. The county**  
15           **counsel is the chief legal officer of the county and shall be the office**  
16           **director. The county counsel shall be appointed by the chair of the board**  
17           **of commissioners (chair) subject to consent of a majority of the entire**  
18           **board of commissioners (board). The county counsel may be removed**  
19           **from office by the chair after first consulting with each other member of the**  
20           **board concerning the decision.**

21  
22           **(B) The county counsel shall:**

23  
24                   **(1) Provide legal advice and counsel to the board and its**  
25                   **various advisory boards, commissions and committees;**  
26



1           (2)    Provide legal advice and counsel to the chair and all  
2 county departments and offices;

3           (3)    Provide legal advice and counsel to the sheriff and  
4 auditor;

5           (4)    Prepare ordinances and other legal documents when  
6 requested by a member of the board, chair, sheriff, auditor, or  
7 department director;

8           (5)    Review and approve as to form all written contracts,  
9 ordinances, resolutions, board orders, chair executive orders,  
10 bonds, and other legal documents;

11           (6)   Control and supervise all civil actions and legal  
12 proceedings in which the county is a party or has a legal interest;

13           (7)   Represent and defend the county and its elected  
14 officials, boards, commissions, committees, department directors,  
15 and employees and other persons entitled to representation under  
16 the Oregon Tort Claims Act in all appropriate legal matters, unless  
17 the county has an insurance policy or indemnification agreement  
18 which provides such representation and defense;

19           (8)   Initiate, defend, appear or appeal any legal action, matter or  
20 proceeding in any court or tribunal when requested by the board, chair,  
21 sheriff or auditor;

22           (9)   Submit formal annual report to the board concerning  
23 the status of all legal actions in which the county is a party, and at  
24  
25  
26

1 the request of any elected official report on the status of any legal  
2 matter;

3 (10) Prepare formal written opinions deemed necessary by  
4 the county counsel regarding significant interpretations of federal  
5 and Oregon law, the county charter and ordinances, and other  
6 documents. Formal opinions may be requested by any county  
7 elected official or department director. Formal opinions shall be  
8 official guidance to the county unless superseded by court or  
9 administrative decisions, or subsequent legislation or administrative  
10 rules;  
11

12 (11) Maintain custody of records including the office  
13 pleadings and other documents of all legal actions, and all county  
14 counsel formal written opinions;  
15

16 (12) Codify county ordinances as provided by chapter 1.20 of  
17 the Multnomah County Code; and

18 (13) Employ outside legal counsel on behalf of the county  
19 when the county counsel deems it necessary or appropriate to do  
20 so. A majority of the entire board may also employ outside legal  
21 counsel for a specific county matter. With this exception no county  
22 elected official, board, commission, committee, department director  
23 or employee shall employ or be represented by counsel other than  
24 the county counsel.  
25

26 (C) The county and the office of county counsel shall have an  
attorney-client relationship and the county is entitled to all

benefits thereof. For purposes of the attorney-client relationship,  
the county is a single entity and its elected and appointed  
officials collectively and individually perform duties and exercise  
county legal authority.

**Section 2: Codification**

Sections 1 of this ordinance shall be codified as section 2.30.550 of  
chapter 2 of the Multnomah County Code.

**Section 3. Repeal**

Ordinance No. 607 is repealed.

**Section 4. Effective Date**

This ordinance shall take effect shall take effect on the 30<sup>th</sup> day after  
its adoption, as provided by Multnomah County Charter Section 5.50.

///

///

///

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.**

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

**Beverly Stein, Chair**  
**Multnomah County, Oregon**

**REVIEWED :**

**THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON**

Thomas Loewler

**Thomas Sponsler, County Counsel**

DATA\SPONSER\CCORD\TSVERSION

MEETING DATE: AUG 21 1997  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:50am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: ORBIS agreement

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: \_\_\_\_\_

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

DEPARTMENT: Library

DIVISION: Admin.

CONTACT: Wes Stevens

TELEPHONE #: 85432

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Becky Cobb

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Intergovernmental Agreement #600068 with the  
University of Oregon (ORBIS) for magazine online  
subscription payment.

### SIGNATURES REQUIRED:

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

(OR)

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

*Ginni Loag*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 AUG - 6 PM 12:26

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

# **SUPPLEMENTAL STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Jeanne Goodrich, Deputy Director,  
Department of Libraries

**DATE:** July 30, 1997

**RE:** Orbis Agreement

---

1. **Recommendation/Action Requested:**  
The Library requests approval of this agreement with the University of Oregon Library (Orbis Library Consortium).
2. **Background:**  
Currently the Library has 1 year remaining on a 3 year contract with the Information Access Company (IAC). IAC provides the Library with a subscription to an online full text database of hundreds of magazine titles. This new agreement will allow the Library to obtain this same subscription at much lower pricing as negotiated by the Orbis Library Consortium, operated by the University of Oregon Library, through June 30, 2000.
3. **Financial Impact:**  
Savings of \$120,000.00 over the next 3 years.
4. **Legal issues:**  
N/A
5. **Controversial Issues:**  
N/A
6. **Link to Current County Policies:**  
N/A
7. **Citizen Participation:**  
N/A
8. **Other Government Participation:**  
This is an IGA with the University of Oregon Library.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 60068

MULTNOMAH COUNTY OREGON

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 # _____ DATE _____ <hr/> BOARD CLERK

Department Library Division Admin. Date 7-28-97Contract Originator Jeanne Goodrich Phone 85492 Bldg/Room 317Administrative Contact Wes Stevens Phone 85432 Bldg/Room 317Description of Contract Agreement with Orbis to pay the subscription fee for the magazines online database to the University of Oregon.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name University of Oregon LibraryMailing Address 1299 University of OregonEugene, OR 97403-1299Phone 541-346-3049Employer ID# or SS# 93-6001786-WEffective Date Upon executionTermination Date June 30, 2000Original Contract Amount \$ 66,304.00 (per year)

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

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

Total Amount of Agreement \$ 198,912.00Remittance 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 *Ginnie Coogan*

Purchasing Director \_\_\_\_\_

(Class II Contracts Only)

County Counsel *Matthew D. Ryan*

County Chair / Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_

(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 7-30-97

Date \_\_\_\_\_

Date 8/11/97

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	162	080	8360			6700					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE CONTRACT ADMINISTRATION CANADY INITIATOR PINK FINANCE

## Interagency Agreement

This agreement, entered into between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the University of Oregon (Orbis Library Consortium) hereafter referred to as Orbis and Multnomah County Library hereafter referred to as Purchaser will become effective upon execution by both parties, and remain in full force and effect through June 30, 2000 unless either party provides thirty (30) days written notice requesting termination upon the other party.

The parties agree as follows:

A. Orbis shall include Purchaser in Orbis' agreement with Information Access Company, hereafter referred to as IAC.

B. Orbis will pay IAC for Purchaser's access rights.

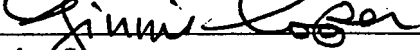
C. Purchaser shall pay Orbis within thirty (30) days of the date of execution of this agreement, in a lump sum payment, the amount identified in Attachment A, which is attached hereto, and by this reference made a part of hereof.

D. Except as otherwise limited by Oregon law, ORS 30.260 to 30.300, and the Oregon Constitution, Article XI, Section 7, each party shall be responsible for its tortious acts and those of its officers or employees arising out of, or in any way connected with the activities of each party under this agreement.

**MERGER CLAUSE. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READY AND UNDERSTOOD THE AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS.**

This agreement shall not become effective until the date of last signature.

Purchaser: Multnomah County Library

By:   
Ginnie Cooper  
Director of Libraries

Date: 7-30-97

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

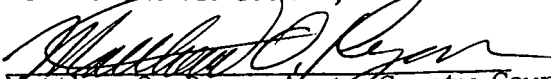
Beverly Stein, Chair  
Date: \_\_\_\_\_

The State of Oregon, Acting by  
and through the State Board of  
Higher Education, on behalf of  
the University of Oregon.

By: \_\_\_\_\_  
Sherri McDowell  
Director of Business Services  
and Contract Officer

Date: \_\_\_\_\_

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
Matthew O. Ryan, Asst. County Counsel



Date:  
Library:  
Contact Name:  
Address:  
City, State, Zip:

Information Access

COMPANY

### InfoTrac SearchBank Subscription and License Agreement

This legal document is an agreement between INFORMATION ACCESS COMPANY, a Thomson Corporation company, and you, the subscriber (herein referred to as "Subscriber"). UPON SIGNING THIS AGREEMENT, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

This agreement provides for the use by the Subscriber of the "Product" as defined below, and any and all enhancements, modifications or alterations made thereto by Information Access Company, and any written materials supplied by Information Access Company under this agreement ("Agreement").

#### TERMS AND CONDITIONS:

**1.0 Product.** The "Product" made subject to this Agreement consist of: (a) the "Database(s)" ordered by Subscriber pursuant to the InfoTrac SearchBank Purchase Agreement and any updates made thereto; (b) the "Software" consisting of the search and retrieval software and any other software produced and owned by Information Access Company and any enhancements made thereto; (c) any "Hardware" supplied by Information Access; and (d) the "Manuals" produced by Information Access Company and consisting of user documentation relating to the Product.

#### 2.0 License Grant

**2.1** Information Access Company hereby grants to Subscriber a non-transferable, non-exclusive license to use the Product according to the terms and conditions of this Agreement. Subscriber will use the Product only for internal noncommercial purposes, will not use the Product as a component of, or a basis for, a directory, database, or other publication prepared for sale or for any other form of distribution, and will neither duplicate nor alter the Product in any way. This is a multi-user license and will entitle the Subscriber to utilize the Database(s) on a Wide Area Network system, provided, however that the use of the Product will be limited to the authorized user base of the institution(s) licensing the Product through this Agreement.

**2.2** No provision of the Agreement conveys any ownership interest in the Product. Title, as well as all applicable copyrights, patents, trade secrets and other intellectual proprietary rights of and to the Software and Database(s) is, and remains the property of Information Access Company and "Third Party Data Suppliers", as defined below, respectively.

**2.3** The Software and Manuals are provided with RESTRICTED RIGHTS. The use, duplication or disclosure by the federal government and its agents is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48CFR 52.227-19 or 52.227-14, as applicable. Manufacturer is Information Access Company, 362 Lakeside Drive, Foster City, CA, 94404.

#### 3.0 Proprietary Rights in the Database(s).

**3.1** Subscriber acknowledges that the Database(s) are proprietary to Information Access Company and the Third Party Data Suppliers who have licensed their Database(s) to Information Access Company and that Subscriber shall have no rights in the Database(s) other than as set forth in this Agreement. No right to use the Database(s) is conveyed to Subscriber except the right to use it for performing research, including training therein. Subscriber may view the Database(s) on its terminal or may print limited excerpts of the data by printer (and may make limited copies of such printout) solely for purposes expressly permitted by this license. In no event may the Database(s) be uploaded, downloaded, transmitted for sale or conveyance, or distributed in any way by Subscriber except as expressly permitted by this license.

#### 4.0 Use Restrictions.

**4.1** The Database(s) shall only be used by the faculty, staff, students, patrons and employees of Subscriber ("Authorized Users"). The Database(s) shall not be made available for any other use by any loan, rental, service bureau, external time sharing or similar arrangement or otherwise. Information contained in the Database(s) (or portions thereof) may not be duplicated or disseminated in hardcopy or machine readable form without the prior written consent of Information Access Company, except that each authorized user may print or download electronically a single copy of excerpts of records contained in the Database(s) for nonprofit educational purposes or for use only by such authorized users to support his or her personal research needs. Under no circumstances may printed or electronically stored copies permitted under this Section be offered for resale or redistribution.

**4.2** The Database(s) may not be copied in any machine-readable form, whether it is optical disc, magnetic disc, magnetic tape, or any other form currently existing or developed in the future. Subscriber may not modify, merge, or include any portion of the Product with or into any other data or software. Subscriber may not prepare publications from the Database(s) for distribution except as such rights are granted directly to Subscriber by Information Access Company or the Third Party Data Suppliers.

**4.3** Third Party Data Suppliers may provide additional terms and conditions affecting the Subscriber's use of the Database(s) which will be appended to this Agreement or supplied in writing separately to Subscriber. Such terms and conditions will prevail and control use of the relevant Database(s) over any conflicting terms contained herein. Subscriber agrees that this Agreement, to the extent it pertains to the Database(s) contained in the Product, may be enforced by the Third Party Data Supplier.

**4.4** Some material in the Database(s) is from copyrighted publications of the respective copyright claimants. Subscriber is referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publication, all of which are hereby incorporated by reference.

Subscriber agrees to the following:

- (a) to take all necessary action to restrict and control the use, copying, protection and security of the Product among subscriber's authorized users and prevent access except to those permitted to have access by the terms of this Agreement;
- (b) Subscriber may not permit dial-in access to the Database(s) to an authorized user unless such authorized user is issued a security password by Subscriber that controls access to the Database(s), or provide other means of verifying access to Authorized Users; and

## 6.0 Warranties

- 6.1 THE DATABASE(S) AND SOFTWARE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. FURTHER, NEITHER INFORMATION ACCESS COMPANY NOR THE THIRD PARTY DATA SUPPLIERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS THAT SUBSCRIBER'S USE OF THE DATABASE(S) OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE RESULTS OBTAINED WILL BE SUCCESSFUL OR WILL SATISFY SUBSCRIBER'S REQUIREMENTS. INFORMATION ACCESS COMPANY AND THE THIRD PARTY DATA SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS TO BE OBTAINED FROM USING THE INFORMATION CONTAINED IN THE DATABASE(S) OR THE RELATED DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SOFTWARE OR DATABASE(S) OR ANY INFORMATION CONTAINED IN SUCH DATABASE(S). THE ENTIRE RISK TO THE RESULTS AND PERFORMANCE OF THE DATABASE(S) AND SOFTWARE IS ASSUMED BY THE SUBSCRIBER AND THE FEE DUE UNDER THIS AGREEMENT REFLECTS SUCH ASSUMPTION OF RISK BY SUBSCRIBER.
- 6.2 IN NO EVENT SHALL INFORMATION ACCESS COMPANY OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DATABASE(S) OR SOFTWARE OR FOR THE LOSS OR DAMAGE OF ANY NATURE CAUSED TO ANY PERSON AS A RESULT OF THE USE OF THE DATABASE(S) OR SOFTWARE. IN NO EVENT SHALL INFORMATION ACCESS COMPANY'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE ANNUAL SUBSCRIPTION FEE RECEIVED BY INFORMATION ACCESS COMPANY FROM SUBSCRIBER.

7.0 Indemnification. Excluding claims arising out of or relating to the violation by Information Access Company or the Third Party Data Suppliers of any third party copyright, or other property rights, the Subscriber agrees to indemnify Information Access Company and the Third Party Data Suppliers and hold them harmless from and against any and all claims of Authorized Users or other parties arising out of or related to the use of the software or Database(s).

8.0 Term. The initial term of this Agreement will be one (1) year commencing from the date specified in the Purchase Agreement, and this Agreement will be automatically renewed for successive one (1) year terms at the fees current on the renewal date unless either Information Access Company, Subscriber, or Third Party Data Suppliers gives notice of its intention to cancel or modify the Agreement at least sixty (60) days in advance of the expiration of the current term.

9.0 Payment. As full consideration for Information Access Company's performance of its obligations under this Agreement, Subscriber shall pay to Information Access Company the subscription fee specified in the Purchase Agreement and any applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

10.0 Termination of License. If Subscriber breaches any term of this Agreement, Information Access Company in addition to all other legal remedies, may terminate this Agreement. Information Access Company may terminate this Agreement with respect to any Database(s) that it ceases to produce or any Database(s) not made available to Information Access Company by any Third Party Data Provider. Upon termination of the Agreement by Information Access Company or Subscriber for any reason, Subscriber shall within thirty (30) days, unless otherwise agreed to in writing by Information Access Company, return to Information Access Company, at the Subscriber's expense, the Product and all copies thereof. The provisions of this Agreement which protect the proprietary rights of Information Access Company and the Third Party Data Suppliers will continue in force after termination.

11.0 Prohibition of Assignment. Neither this Agreement nor the license contained herein may be sub-licensed, assigned or transferred by the Subscriber in any manner whatsoever.

12.0 Force Majeure. Information Access Company will not be responsible for delay or failure to perform due to unforeseen circumstances or circumstances beyond Information Access Company's control, including, without limitations, war, strikes, civil disturbances and Acts of God.

13.0 Notices. All notices, consents or other communications referred to herein will be in writing and will be sent to the other party by First Class Mail at the appropriate addresses indicated by the parties. Service of such notice, consent or other communication hereunder will be effective on the fifth day after the day of mailing.

14.0 Security Audit. The Subscriber hereby grants Information Access Company the right to audit, during regular business hours, use of the Database(s) to ensure compliance with this agreement including without limitation the number of simultaneous users permitted to access the Database(s).

15.0 Enforceability. The Third Party Data Suppliers retain their respective rights to enforce its trademarks, copyrights, patents, trade secrets and other rights against any violation thereof.

This document must be signed and returned to Information Access Company within 45 days of installation. I understand that by reading this I am bound by the terms and conditions herein.

(Signature)   
 Sherri McDowell

(Institution)

State Of Oregon Acting By And Through  
 The State Board Of Higher Education  
 On Behalf Of The University Of Oregon

## **ADDENDUM TO THE INFORMATION ACCESS COMPANY'S INFOTRAC SEARCHBANK SUBSCRIPTION AND LICENSE AGREEMENT.**

This Addendum to the Information Access Company's Infotrac Searchbank Subscription And License Agreement (the "Agreement") is entered into between the Information Access Company ("IAC") and the Orbis Library Consortium (the "Subscriber"). The parties hereby agree as follows:

**ADD THIS SECTION:**

### **0.0 Description of Subscriber and Consortium**

Subscriber, as agent, signs this Agreement on behalf of the libraries described in Exhibit A ("the Consortium Members"). The Consortium Members are entitled to the rights, responsibilities, and privileges as set forth for the Subscriber under this Agreement. The Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement, and each Consortium Member accepts and agrees to the terms and conditions of this Agreement, as if it had itself executed the same, as evidenced by Consortial Acceptance. (Exhibit B).

Paragraph 3.1 of Section 3.0 "Proprietary Rights in the Database(s)" shall be amended as follows:

Subscriber may view the Database(s) on its terminal or may print data by printer (and may make copies of such printout) solely for the purposes expressly permitted by this license.

Paragraph 4.1 of Section 4.0 "Use Restrictions" shall be amended as follows:

Information contained in the Database(s) (or portions thereof) may not be duplicated or disseminated in hardcopy or machine readable form without the prior written consent of Information Access Company, with two exceptions:

- each authorized user may print or download electronically information contained in the Database(s) for nonprofit educational purposes or for use only by such authorized users to support his or her personal research needs.
- each Consortium Member will follow the CONTU guidelines for interlibrary loan purposes.

Under no circumstances may printed or electronically stored copies permitted under this Section be offered for resale. Subscriber will adhere to the

Copyright Law of 1976 (Title 17 US Code) including the Fair Use Guidelines (Sec 107) regarding the redistribution of printed or electronically stored copies.

**Paragraph 4.3 of Section 4.0 "Use Restrictions" shall be amended to include the following statement after the statement beginning "Third Party Suppliers...."**

Notification of revised or additional terms and conditions should be received by the Subscriber thirty (30) days in advance.

**Paragraph (a) of Section 5.0 "Subscriber's Obligations" shall be amended as follows:**

(a) to take all reasonable action to restrict and control the use, copying, protection, and security of the Product among subscriber's authorized users and prevent access except to those permitted to have access by the terms of this Agreement.

**Paragraph 6.2 of Section 6.0 "Warranties" shall be amended as follows:**

In no event shall IAC or any third party data supplier be liable for indirect, special, incidental, or consequential damages arising out of the use of or inability to use the database(s) or software or for the loss or damage of any nature cause to any person as a result of the use of the database(s) or software. In no event shall IAC's or third party data supplier's liability under this agreement exceed the annual subscription fee received by IAC from Subscriber plus attorney's fees.

**Add Paragraph 6.3 to Section 6.0 "Warranties":**

6.3 In the event that through the fault of IAC, the Subscriber is unable to access the Product for more than ten (10) hours in total during any month of this Agreement, IAC shall refund to Licensee a prorata portion of the license fees paid to IAC for each hour over ten (10) hours per month that the Product is unavailable.

**Section 7.0 "Indemnification" shall be amended to include the following statement after the statement beginning "Excluding...":**

The foregoing provision shall apply to Consortium Members that are public universities located in the state of Oregon, subject to the constraints of Oregon Constitution, article XI, sec. 7, and Oregon Revised Statutes 30.260, et seq.

**Section 8.0 "Term" shall be amended to as follows:**

The initial term of this agreement will be one (1) year commencing from the date specified in the Purchase Agreement, and this Agreement will be automatically renewed for two (2) successive one (1) year terms at the fees current on the renewal date unless either Information Access Company, Subscriber, or Third Party Data Suppliers give notice of its intention to cancel or modify the Agreement at least sixty (60) days in advance of the expiration of the current term. In the event that one or more Consortium Members must terminate their subscription to the Database(s), the Subscriber may find appropriate substitutes or re-negotiate the price.

**Section 10.0 "Termination of License" shall be amended as follows:**

Either party can terminate this Agreement in the event of a material breach of the Agreement's terms by the other party which is not corrected within five (5) days of receiving written notice of the violation. In the event of cancellation or early termination of this agreement for any reason, fees paid in advance shall be returned to Subscriber on a basis prorated by week, unless otherwise specified. Information Access Company may terminate this agreement with respect to any Databases(s) that it ceases to produce or any Database(s) not made available to Information Access company by any Third Party Provider. In the event that any Database(s) are eliminated from this Agreement, the price will be re-negotiated.

**Section 11.0 "Prohibition of Assignment" shall be amended as follows:**

Neither party may assign any of its rights or delegate any of its obligations under this Agreement to any other party without the express written consent of the other, except that IAC may assign this Agreement to a now existing or hereafter formed affiliate or to an entity acquiring all or substantially all of its assets.

**Section 14.0 "Security Audit" shall be amended as follows:**

The Subscriber hereby grants Information Access Company the right to unobtrusively audit during regular business hours, use of the Database(s) to ensure compliance with this Agreement including without limitation the number of simultaneous users permitted to access the Database(s).

**ADD THIS SECTION:**

#### **15.0 Statistics**

IAC shall provide Subscriber within thirty (30) days of the end of each quarter during the term of this Agreement, a written report for the quarter. Such reports shall include the volume of search requests by Subscriber and each Consortium Member during that quarter.



1299 University of Oregon  
Eugene, OR 97403-1299

(541) 346-3049 voice  
(541) 346-3485 fax  
libs@uoregon.edu

Attachment A

**COPY**

**Invoice**

Date: 10-Jul-97

---

To: Multnomah County Library  
205 N.E. Russell St.  
  
Portland, OR 97205

Attention: Jeanne Goodrich

---

For: Subscription: IAC. Access to Information Access  
Corporation databases from July 1, 1997 through June  
30, 1998 under terms negotiated by the Oregon Task  
Force on Cooperative Database Licensing.

---

**Invoice Total:** \$66,304.00

---

**Make payment payable to:** University of Oregon Library

**Return one copy of this invoice with your payment to this address**

Systems Dept.-Orbis  
University of Oregon Library  
1299 University of Oregon  
Eugene, OR 97403-1299

---

*Accounting index: NORBER acct. code: 6398*

#1

# SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME JOHN CHARLES - Cascade Police Inst.

ADDRESS 813 SW Alder, Suite 300  
97205

PHONE 242-0900

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-5 - Library Levy

GIVE TO BOARD CLERK

#2

## SPEAKER SIGN UP CARDS

DATE Aug 21/97

NAME

Myra Van Valkenburg

ADDRESS

6202 SE 21<sup>st</sup>  
Pontland OR 97202

PHONE

238-4665

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Library Commr Soltzman's Resolutions

**GIVE TO BOARD CLERK**

re Sunday hours



#3

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

Nancy Hunt

ADDRESS

1327 NE Beed

PHONE

284-3387

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

Liberty

GIVE TO BOARD CLERK

#4

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

Ken Broder

ADDRESS

1331 SW Broadway

Portland 97201

PHONE

241-1194

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Library

GIVE TO BOARD CLERK

#5

## SPEAKER SIGN UP CARDS

DATE

8/21/97

NAME

Betty Walker

ADDRESS

3124 NE 17th Ave  
Portland 97212

PHONE

201-1768

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

Libraries

GIVE TO BOARD CLERK

#6

# SPEAKER SIGN UP CARDS

DATE

8/21/97

NAME

Raig L Berkman

ADDRESS

806 SW Broadway # 625

Portland Oregon 97205

PHONE

228-0700

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

Library Bu

GIVE TO BOARD CLERK

#7

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

Suzanne Armstrong Mankin

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

PHONE

\_\_\_\_\_

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

Library Levy

GIVE TO BOARD CLERK

#8

# SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

Amy Fuller

ADDRESS

1921 NE Wasco

PHONE

335-8912

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Library

GIVE TO BOARD CLERK

#9

## SPEAKER SIGN UP CARDS

DATE Aug 28, 1997

NAME

Sung Kim

ADDRESS

3717 NE 11th

PHONE

820-6904

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Library

GIVE TO BOARD CLERK

MEETING DATE: AUG 21 1997

AGENDA #: R-5  
ESTIMATED START TIME: 9:52 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Proposed Library Levy

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

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

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

REGULAR MEETING: DATE REQUESTED: August 21, 1997

AMOUNT OF TIME NEEDED: 45 minutes

DEPARTMENT: Library / DSS DIVISION: Library / Budget & Quality

CONTACT: Ginnie Cooper / Dave Warren TELEPHONE #: 248-5043 / 248-3822  
BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Ginnie Cooper / Dave Warren

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Resolution Referring a 1998-2003 Library Local Option Levy to the voters.

8/22/97 certified true copy to Michael Cox, Elections; copies to Beverly Stein, Sharon Kelley, Tanya Collier, Dan Saltzman, Gary Hansen, Ginnie Cooper, Dave Warren, Kary Thweberg, Thomas Sponsler, Sandra Ruffin

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

*Beverly Stein*

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 PM 12:03  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277





# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: August 13, 1997

REQUESTED PLACEMENT DATE: August 21, 1997

SUBJECT: Proposed 1998-2003 Library Levy

---

## I. Recommendation / Action Requested:

Review levy budget and ballot language, approve for submittal to the Elections Division.

## II. Background / Analysis:

The County proposes to levy \$0.5947 per thousand of assessed value for five years beginning July 1, 1998 for operations of the County Library system. This rate based levy will replace the revenue lost to the Library system by passage of Measure 47.

The levy is proposed to be on the November 4, 1997 ballot.

The measure funds the level of operations approved by the voters in May 1996, expands hours at branches, expands hours at Central, adds materials purchases, improves the information access technology of the system, adds a branch in Northwest Portland, and adds operation of a branch at Parkrose, enhances children's programs with a contract with RACC, assists Oregon Historical Society.

The attached summary "Program Enhancements and Restorations" shows the annual costs of these components.

## III. Financial Impact:

The ballot measure will show the estimated annual levy amounts from this rate based levy as:

1998-99	20,932,833
1999-2000	21,770,146
2000-01	22,640,952
2001-02	23,546,590
2002-03	24,488,453

Note that these amounts exceed the net levy proceeds required to cover the costs of the Library program. Discounts and delinquent taxes reduce the amount of taxes collected in each of the years of the levy. In order to arrive at the amounts necessary to cover expenditures, the County must levy a higher amount.

Attached is a five year financial summary showing estimated revenues and expenditures in the Library Levy Fund. It shows that the Library Levy Fund will require \$71.8 million of General Fund support over the next three years to pay for the proposed level of program. This amount is the estimated revenue into the General Fund from the share of the County's Measure 50 permanent tax rate that results from rolling in the previous serial levy.

The rate based levy will not be sufficient to cover the cost of the proposed operations.

#### IV. Legal Issues:

The Board must decide what to include in this levy by August 21, 1997 to place the measure on the November Special Election ballot.

#### V. Controversial Issues:

The expansion of services may cause public discussion.

#### VI. Link to Current County Policies:

The County's current policy is to consider whether to replace the expiring levies with an expanded tax base. Passage of Measure 50 will require changing this policy as neither serial levies nor tax bases exist under the current law. However, the question of whether to continue to rely on short term funding sources for ongoing operations remains a valid one.

#### VII. Citizen Participation:

The Library Board has reviewed the proposed levy and passed a resolution supporting it..

#### VIII. Other Government Participation:

None

## Summary of Program Enhancements and Restorations

Program	FTE	1998-99 Cost
Ongoing Base Budget	290.31	20,733,316
Extend 97-8 OTO Funding	32.02	2,147,143
Restored / Expanded Hours	72.00	4,657,213
NW and Parkrose Brances	14.50	1,642,002
Materials Purchase	3.00	2,198,756
Technology / Maintenance	8.50	3,010,411
East County	4.00	309,729
Historical Society / RACC	0.00	512,496
Total	424.33	35,211,066

**FINANCIAL SUMMARY**  
History and Five Year Levy Estimates

					1998-99 Without Local Option Levy	1998-99 Levy Proposal	1999-2000	2000-01	2001-02	2002-03
		1996-97 Adopted	1996-97 CYE	1997-98						
Non-tax revenue										
BWC (undedicated)	387062	338,159	250,000	250,000	250,000	257,500	265,225	273,182	281,377	
BWC (committed)	313403		1,070,181							
Grants	869558	1,088,668	747,768	750,000	0	0	0	0	0	
Sales and fees	865921	776,595	529,097	530,000	750,000	787,500	826,875	868,219	911,630	
Fines	617243	677,871	523,122	530,000	670,000	703,500	738,675	775,609	814,389	
Subtotal non-tax revenue		3,053,187	2,881,293	3,120,168	2,060,000	1,670,000	1,748,500	1,830,775	1,917,009	2,007,396
General Fund Support										
Ongoing	6351234	6,351,234	5,532,252	5,532,252	0					
One Time Only		(800,000)	2,013,850	0						
Permanent Tax Rate contribution				13,531,064	13,531,064	13,936,996	14,355,106	14,785,759	15,229,331	
Subtotal General Fund Support		6,351,234	5,551,234	7,546,102	19,063,316	13,531,064	13,936,996	14,355,106	14,785,759	15,229,331
Library Levy										
Serial Levy	14,411,761	14,411,761	13,136,426	part of County permanent tax rate						
Delinquent tax collections and interest	457,061	457,061	333,140	333,140	333,140	484,452	503,830	523,983	544,943	
Local Option General Fund replacement					5,532,252					
Local Option Restorations and Enhancements					14,144,611	20,463,937	21,282,495	22,133,794	23,019,146	
Subtotal Library Levy		14,868,822	14,868,822	13,469,566	333,140	20,010,003	20,948,389	21,786,325	22,657,778	23,564,089
Total Library Revenue		24,273,243	23,301,349	24,135,836	21,456,456	35,211,066	36,633,885	37,972,205	39,360,546	40,800,816
Tax Levy (assuming 6% discounts/delinquencies)					20,932,833	21,770,146	22,640,952	23,546,590	24,488,453	
Taxable Value					in millions	35,200,000	36,608,000	38,072,320	39,595,213	41,179,021
Tax Rate					per thousand	0.5947	0.5947	0.5947	0.5947	0.5947
Expenditures										
FTE			322		424	424	424	424	424	
Personal Services			14,737,317		19,495,289	20,080,148	20,682,553	21,303,029	21,942,120	
Contractual Services			537,340		1,082,070	1,114,532	1,147,968	1,182,407	1,217,880	
Materials and Services			8,651,169		14,261,547	15,055,880	15,746,859	16,468,440	17,221,947	
Capital			72,000		372,160	383,325	394,825	406,669	418,869	
Total Library Expenditures			23,997,826		35,211,066	36,633,885	37,972,205	39,360,545	40,800,816	



# MULTNOMAH COUNTY, OREGON

---

**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

**BUDGET & QUALITY**

PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

---

TO: Board of County Commissioners

FROM: Ginnie Cooper, Library Director  
Dave Warren, Principal Budget Analyst

DATE: August 18, 1997

SUBJECT: Proposal for a Library Levy on the November Ballot

---

Measure 50 allows local governments the option of levies in addition to the permanent tax rate it establishes. The County can take advantage of this option by asking for a five year, rate-based, levy for library services. Because all property taxes now require a double majority to be approved, and because State measures (the school bonds and the assisted suicide measure) are likely to draw a high voter turnout, the November 4, 1997 election will be a good time to ask for this levy.

The levy is proposed to cover the following items, listed in priority order. These programs and components are essentially the same as the list sent to the Board on August 4. Programs in conjunction with the Regional Arts and Culture Council (RACC) and the Oregon Historical Society (OHS) are proposed in addition to the earlier list.

## RESTORE THE 1996 PLAN

### Extend staff at Central and branches funded with one-time-only money in 97-8 ((\$2,147,000 in 1998-99).

In 1997-98 we kept staffing levels at Central Library at manageable levels by using \$1.17 million of one-time only money. We also have \$200,000 of one-time-only funding in the branch system (although that is not tied to any specific program).

The School Corps is supported with \$200,000 of one-time General Fund and the entire telephone reference line (\$393,000) is similarly funded.

### Restore hours at branches and Central. (about \$3,900,000 in 98-9)

The first proposal is to bring the hours of public access to the system back to the level proposed in the 1996 levy. The following table shows the number of hours each of the branches is open each week at the reduced funding level we have in 1997-98. It also shows how many hours we had the branches open in late October 1996, consistent with the original 1996 levy, just before the voters approved Measure 47 and reduced the size of the levy. Finally, it shows the number of hours that we propose adding at each branch beginning in 1998 by means of a local option property tax levy.

August 18, 1997

Weekly Hours at Facilities

Library	97-8 Hours	96 Approved Hours	Proposed Change
Central	38.5	69.5	31.0
Gresham	38.5	63.0	24.5
Midland	38.5	63.0	24.5
Albina	30.0	36.0	6.0
Belmont	38.5	45.0	6.5
Capitol Hill	30.0	36.0	6.0
Gregory Heights	30.0	36.0	6.0
Hillsdale	38.5	59.0	15.5
Holgate	30.0	55.0	25.0
Hollywood	38.5	59.0	20.5
North Portland	38.5	55.0	16.5
Rockwood	30.0	36.0	6.0
St. Johns	38.5	36.0	0
Sellwood-Moreland	30.0	36.0	6.0
Woodstock	38.5	36.0	0

EXPAND SERVICES FOR 1998-99 AND THE FUTURE.

Further increase hours for the branches and Central. (\$757,000 in 1998-99)

This level of funding would open the branches for more hours in addition to the 1996 approved hours shown above.

Operate branches in NW Portland and Parkrose. (\$1,642,000 in 1998-99)

We had included startup costs for these operations in the 96 levy. The 98 levy will include operating costs for the cooperative project with Parkrose School District and for a branch in Northwest.

Bring materials budget to 15% of total operations costs. (\$2,199,000 in 1998-99)

The materials budget for 1997-98 is \$2,815,018, about 12.5% of the operating budget. A level of 15% of the operating budget was set in the 96 levy. The level of enhancements proposed for 98-9 and the future will dictate the amount needed to keep materials purchases in balance with the rest of the budget. The level of enhancements we recommend would result in approximately \$2.2 million being added to buy books and materials.

Provide for ongoing maintenance and technology support and upgrades. (\$3,010,000 in 1998-99)

Because Measure 50, like Measure 47, limits the kinds of expenditures that can be paid out of bond proceeds, we will need additional ongoing operational funding for items that used to be considered appropriate for bond funding. This means that ongoing maintenance of Central, Midland, and Gresham branches will need to be covered by operating levy revenue. It also means that the computer systems that will carry the Library into the next century must be upgraded and

August 18, 1997

replaced using operating levy revenue. We will need to begin to make contributions to a capital fund to cover the expenses.

Facilities staff and Library technology staff have recommended these funding levels. The technology replacement and maintenance contribution will be \$1,960,000. The facilities maintenance addition, about \$1,050,000, actually falls about \$500,000 short of the Facilities Management recommendation in the first year of the levy. By the fifth year, however, we expect that the per square foot contribution will reach the recommended level.

Establish an east county presence. (\$310,000 in 1998-99)

Although Gresham is a large and very heavily used branch, it is not particularly convenient to many library patrons in the growing northeast section of the County. An outreach program or contact point of some kind is needed there.

RACC and OHS programs (\$512,000 in 1998-99)

The Oregon Historical Society provides public programs that parallel the activities of the County Library. Cooperating with OHS by providing funding for programs, displays, acquisitions, and conservation and providing public access to the special collections of the Historical Society are consistent with the Library's mission.

The Library will use additional Levy funding to contract with RACC to organize and provide art-focused programs at Central and the branches, particularly programs for children.

OFFSET ONGOING GENERAL FUND SUPPORT

Cover indirect costs from the Library levy. (\$2,224,000 in 1998-99)

While the Library theoretically pays for County provided overhead with a \$1.5 million payment, the 97-8 ongoing General Fund transfer to the Library is \$5.4 million. It is consistent with Board policy to cover the overhead costs of the Library with levy revenue, rather than using the General Fund as the funding source.

Offset remaining General Fund subsidy of the library system. (\$3,350,000 in 1998-99)

The 97-8 General Fund includes a large number of program components that are extended through the fiscal year with the one-time savings made by departments on an emergency basis as they responded to Measure 47. Freeing the General Fund from the need to supplement the Library levy would allow the County to deal more successfully with health clinic, animal control, and work crew supervision programs in 98-9 and the future.

THE PERMANENT TAX RATE AND REMAINING GENERAL FUND SUPPORT

Measure 50 ends Multnomah County's tax bases and both special levies. However, it takes all authorized 1997-98 taxes, reduces them an average of 17% across the state as a whole, and converts them into a *permanent tax rate*.

In 1997-98, Multnomah County expects to collect about \$13.1 million from the 1996 Library Levy (which would have raised about \$15.7 million except for Measures 45/50). In 1998-99, we believe the permanent tax rate, partly based on the Library Levy it replaces, will produce about \$13.5 million which the General Fund would not have received except for the "fossil" Library Levy. The proposal is to continue this level of support from the General Fund, adjusted for inflation and growth in property taxes, into the future.

August 18, 1997

This is bound to cause some confusion. Since Measure 5 passed, General Fund support of the library system has averaged roughly \$6.5 million per year. In 1995-96 this support (\$6.6 million ) constituted 30% of the total Library Fund revenue. Beginning in 1998-99 it will appear to increase to \$13.5 million per year. Because of the way Measure 50 works, there is no legal requirement that the County dedicate that level of support to the library system. However, as proposed, the local option levy will result in a library system funded roughly 62% by dedicated revenue from the levy and library operational revenues and with roughly 38% of its costs covered by a General Fund supplement.



NEW ADDRESS:  
5826 SW Riverpoint Lane  
Portland OR 97201

**JOHN D. RYAN**  
Lawyer  
1760 S.W. 90th Avenue  
Portland, OR 97225  
Telephone (503) 297-3137  
August 18, 1997

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 19 PM 2:15  
MULTNOMAH COUNTY  
OREGON

Board of County Commissioners  
Multnomah County  
1120 SW Fifth Ave., Rm. 1510  
Portland, OR 97204

RE: Oregon Historical Society and Multnomah  
County Library

Dear Members of the Board of County Commissioners:

I am writing to express my strong support for the proposal that would include the Oregon Historic Center Library in the forthcoming matter being submitted to the voters for the library appropriation in the near future.

I have been a resident of Portland since my birth in 1920 and have been a member of the Oregon Historical Society since my early youth.

I am fully aware of the tremendous contribution the Board of County Commissioners has made to the civilization in Portland by their perpetuation and enlargement of the Multnomah County Library.

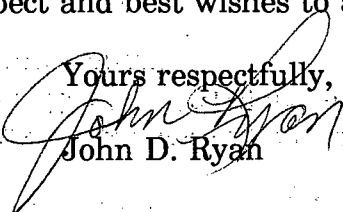
The Oregon Historic Center Library is not a duplication of the library resource of the Multnomah County Library, but is an extension of historic records and information regarding Oregon in the City and State, which requires preservation and increase.

The leadership of the Multnomah County Library and members of your Board having the imagination to coalesce the two libraries will be a saving grace in that without such an advantage the Oregon Historic Center and its good work in keeping the archives of the area will wither and perhaps diminish in value.

Any advantages and blessings you can give to bringing the Oregon Historic Center into the Multnomah County Library will be looked upon very favorably by those of us who value the history of Portland and Oregon and of the County.

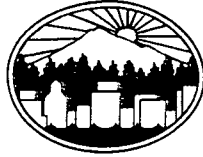
Please be assured of my respect and best wishes to all your membership.

Yours respectfully,

  
John D. Ryan

cc: Frances Dane McGill  
Chet Orloff

# CASCADE POLICY INSTITUTE



## **Substituting User Fees for Taxes: An Alternative to the Proposed Multnomah County Library Levy**

*John A. Charles*

Presented to the Multnomah County Board of Commissioners  
August 21, 1997

### **I. Summary**

The Multnomah County Board of Commissioners is considering the feasibility and desirability of a levy to support the operations of the county library. If voted on and passed, this would continue the practice of supporting the library through general taxes. However, there is an alternative method for financing these services: *user fees*.

User fees ensure that those who receive the most benefits from the library system pay the most. This is much more fair than the current system, which spreads the expenses throughout the county population. User fees would also solve the free-rider problem caused by non-county residents using the library.

One way to implement a user-fee system would be to assess a loan fee equal to a percent of the purchase cost of the loaned item. This makes sense because not all library resources cost the same; more expensive items should cost more to the borrower. Low-income residents could be exempted from the fees or provided the opportunity to volunteer at the library in exchange for loan credits.

The average monthly circulation of books throughout the Multnomah County library system is approximately 700,000. If each library user were charged a fee equal to 4% of the purchase cost of the item, and if that worked out to an average loan fee of \$.75 per transaction, the annual revenue would be about \$6 million.

The library also loans out audio tapes, video tapes, and compact disks (the exact number of transactions is not available from library personnel). Additional income could be generated by charging modest user fees for these items as well.

The calculations are imprecise because we don't know the purchase value of every library item, nor do we know exactly how many fewer transactions there would be with user fees. However, the concept clearly holds the potential for generating significant revenue.

Under the current system of library finance, all library cards, check-outs, and renewals are free. Additionally, users can borrow an unlimited number of books and renew them an unlimited number of times, unless someone has specifically placed a request for one of the books. Such a system invites abuse and leads to fiscal ruin because it imposes no limits on users, and shifts all costs from specific users to the general public.

Before the Board of Commissioners asks voters to pay even more to sustain this system, it should consider moving to a market-based approach that would begin shifting costs to those benefiting most from the services.

## **II. Discussion**

A public library is commonly thought of as a "public good". Economists generally recognize a public good as an activity or service whose very nature is such that everybody in the general area benefits, whether or not they pay for it. Historically, therefore, most economists have argued that such services should be funded by taxes imposed on everyone.

However, a closer examination of how libraries function reveals that in many respects, they *are not* public goods. On the contrary, the library offers services with specific, identifiable users who benefit from the service, with nonusers either not benefiting at all or benefiting to a much smaller extent than users. Thus, there is no theoretical case for this service to be funded by compulsory taxation of all residents.

A more appropriate method of financing would be *user fees*. A user fee is a charge imposed for governmentally provided service based on the amount or level of service demanded by or provided to the user. A user charge is *voluntary*, in contrast to taxes, since payment occurs only when a citizen *chooses* to use a particular service, and the amount is proportional to that person's use.

Analysts have defined two criteria by which to judge when a public service is a good candidate for user-charge funding rather than general tax funding. The service must, first of all, have *readily identifiable users* who must benefit substantially more from the service than nonusers. And second, it must be possible to ensure that *nonusers can be excluded* from the benefits of the service.

Library check-out services easily meet these criteria. Users have library cards, they use the cards to borrow specific materials, and no other individuals can receive the benefits of the loaned items until the users have returned them.

### **The problem of the commons**

Besides being a replacement for lost or unavailable tax revenues, user charges have some powerful economic and political advantages. Perhaps the most important one is that they minimize our innate tendency to devastate common property. This dilemma was identified by mathematician John Von Neuman in his 1944 treatise, *The Theory of Games and Economic Behavior*. When everyone has equal and open access to finite common property resources, the incentives for each individual are to use the resources as extensively as possible in order to prevent others from using them first. Fishing communities have faced this problem for centuries. As one economist has described it:

My best strategy for fishing depends on the intensity with which I expect others to fish. If others restrain themselves, it makes sense for me to fish hard; I get a big haul today, and I also benefit next year from the restraint my colleagues have shown. If others fish hard today, I must also fish hard; otherwise my restraint today foolishly preserves a resource that others will plunder next year. In a world where I can make others pay for the consequences of my actions, my best strategy is always to plunder. Fellow fishermen, of course, have the same thoughts. The result is that the oceans are laid waste, a phenomenon known as the tragedy of the commons.<sup>1</sup>

The current funding system for the library operates exactly on this principal. The incentive is for users to check out many more resources than they can possibly use at one time, because the incremental cost is zero. Furthermore, each user knows that if they don't check out the item now, someone else might, and then they would have to wait. Therefore, everyone engages in consumption behavior that is completely rational to each individual, but destructive to the common good.

### **Advantages of user fees**

Analyst Robert W. Poole, Jr. has identified six political and social reasons why user charges should be enacted in lieu of general taxation:

1. **Fairness.** Libraries offer two general classes of service: materials available for "browsing", and those available for loan. In the case of the former, one can make a compelling argument that the general public benefits from having reference material available simply to examine. As such, a user fee system could exempt this type of use by not charging for library admission.

However, when materials are loaned for weeks or months at a time, the general public ceases to benefit in any significant way. Most or all benefits then accrue to the individual who borrowed the item. Allowing individuals to check out an *unlimited* number of books or tapes, with *unlimited renewal* opportunities, at no cost, is unfair. It deprives other library users of those materials, while shifting costs to the general public. This is a regressive subsidy, because the overwhelming percentage of library users are relatively affluent citizens, while taxes are paid by both rich and poor alike. To the extent that the poor pay a fraction of their rent in library taxes, they suffer a disproportionate effect on their income.

According to a 1990 Equifax-Harris survey comparing people who use public libraries to those who don't, public-library patrons are 87 percent more likely to attend the opera, ballet, or symphony; 85 percent more likely to have a personal computer at home; and 81 percent more likely to belong to a voluntary organization. As Harvard University urban historian Edward Banfield notes, "by and large, libraries are of the middle class and for the middle class."<sup>2</sup>

It would be far more equitable to provide such services on a user-pays basis, so that only those who benefit directly end up paying. To the extent that some members of the community may be too poor to afford these charges, it is quite possible to provide free or subsidized services *only* for them. Subsidizing *everybody* because a few can't afford to pay simply doesn't make sense.

2. ***Flexibility.*** Library services can be much more flexible and responsive when they are priced. Changes in programs and services can be made more readily when the users, rather than all taxpayers, are footing the bill. To take full advantage of this benefit, library managers should be allowed to initiate new programs and terminate old ones in response to the demand revealed by the user-charge "market" -- instead of deciding those issues in a political forum such as a levy. Why force librarians to go through the cumbersome exercise of justifying their existence to the general public when specific users are willing to pay for services?

3. ***Freedom.*** A hallmark of the current decade in Oregon has been the growth of people's desire to lower their tax burden. People increasingly wish to make their own decisions and control their own lives and resources.

The substitution of user charges for taxes fits in well with this desire. User charges reduce the government's coerced "take", returning the spending decisions to the citizen rather than the government.

4. ***Expansion of services.*** User fees would allow library managers to expand services in those areas where consumers have expressed clear preferences. This is a key point in favor of user fees -- they don't just "hold the line" on library services, they *improve them*.

5. ***Elimination of the "free rider" problem.*** One of the problems plaguing Portland and other large cities is the concern that many people have moved to the lower-taxed suburbs, but they still come to the city to work or play. There, they take advantage of Portland's costly public services, while not paying tax dollars to support them (the author has first-hand knowledge of this problem since he is a Clackamas county resident and a heavy user of the Multnomah county library).

User fees solve this problem by charging everyone who takes advantage of the service, regardless of where they live or work.

6. ***Ensuring that growth pays for itself.*** Perhaps no issue has been more hotly debated in Portland during recent years than growth management. The concern here is similar to that expressed with the "free rider" problem: most existing residents want new residents to pay their fair share for

public services. Many suggested solutions in this debate suffer from a nebulous link between those who pay and those who benefit. For example, one frequently suggested solution is system development charges levied on the construction of new homes. But there is no way of discerning, in the abstract, how much a new resident is going to use a specific library, nor is there any way of guaranteeing that money paid in system development charges will wind up in the hands of the library manager actually providing the services.

Once again, user fees solve this problem, because they provide a direct link between the consumer and the provider.<sup>3</sup>

### **III. Implementing a user fee system**

The check-out of books is now highly automated in Multnomah county. This is very convenient for the user, and any fee system should not slow down this process. There are at least two possible methods for collecting fees. One would be through a pre-paid account system, as used by subway operators in San Francisco and Washington, D.C. Subway riders purchase magnetic strip cards representing pre-paid amounts of subway user fees; as the card holder travels around the system, the card is debited. When it reaches zero, the card holder must purchase a new card or add more money to the existing account.

This approach would benefit the library in several ways. First, the library would not have to bill customers, cutting down on administrative costs. And second, since the library would have the user fee revenue up front, the funds could be invested, allowing the library to profit from the "float". Because of these advantages, users with pre-paid accounts should be offered the lowest rates for loaned material.

An alternative approach would be to send users a bill each month, just as utilities and credit card companies do. This would allow the account holder to use the service first, then pay later. However, it would increase the administrative costs for the library, and these should be fully recovered through higher loan rates.

The important thing is that in neither case would the current check-out system be slowed by the need for cash transactions.

### **IV. Conclusion**

The Multnomah county library system is facing a fiscal crisis of its own making: it is giving away services that consumers would clearly pay for, if asked to. They would pay because the average cost of a hard-cover book today is \$40; a borrowing fee of 3-5% of the purchase price is still far better than any other option available on the open market. User fees will also impose a much-needed discipline on library users, ensuring that more library resources remain on the shelves, available for *all users*, until such time as someone truly needs to borrow them.

Perhaps most importantly, switching to user fees will allow the library managers to go beyond mere survival. Market-based pricing will enable the library to expand hours and increase services, while simultaneously providing a revenue stream that can be used in part to offset any equity impacts on low-income residents. Achieving higher quality service without a tax increase is an outcome that should have widespread appeal to residents of the county.

### *Endnotes*

1. **The Zero-Tax City**, Filip Palda, in The Next City: Spring, 1997, Volume 2, Number 3.
2. **Library Renewals**, Elizabeth Larson, in Reason: March, 1994.
3. **Cutting Back City Hall**, Robert W. Poole, Jr. New York: Universe Books, 1980.



**DAN SALTZMAN, Multnomah County Commissioner, District One**

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1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

August 19, 1997

**TO:** Board of County Commissioners

**FROM:** Dan Saltzman

**RE:** Amendment to Library Levy Resolution and Attachment to Establish Sunday Afternoon Hours at All Library Branches.

On Thursday, I wish to submit for your approval two modifications to the library levy resolution and Exhibit A (Ballot Title). The purpose of these amendments are to establish no less than four afternoon hours on Sunday for all library branches.

**RATIONALE:**

- We owe it to our citizens. Since January of this year, we have gone through so many gyrations of what will happen with branches – from closure, to a “piggy-back” plan, to a proposed increase in hours. We all heard the tremendous support for our branches at our Measure 47 City/County workshops. We also heard a common theme among residents about never being quite certain when a branch is open or closed for business. Establishing guaranteed Sunday afternoon hours is appropriate and a step toward providing certainty to our citizens.
- Sunday afternoon hours are family-friendly. In my work with the Sellwood residents to raise funds to keep their branch open, Sunday hours were the most desirable addition we could provide. Indeed, on the menu of “buyback options” the Library Director identified to the Sellwood community, Sunday hours from 1 to 5PM was an option. Sunday is one of two days per week that most people can spend with their family. It is also a busy time for students completing homework assignments.
- Voters can identify with Sunday afternoon hours of operation and understand what that means as opposed to the aggregate numbers we presently use, e.g. 38.5 hours a week, 69 hours a week. It is much easier for people to get their arms around “Open Sunday Afternoons.”



- It builds community. Our desires to have services as close to residents as possible and to have a county presence in community revitalization efforts would appear insincere, if we cannot deliver our most popular service at a time that is convenient to our customers – the public.

For these reasons, it is incumbent upon us to open all branches for no less than 4 hours on Sunday afternoons. Using the Sellwood branch as an example, the cost of Sunday hours at all branches (that do not already have Sunday hours) should be in the \$200,000/year range (see attachment memo from Cindy Gibbon to me.) This is approximately the same amount as is proposed for artists in the libraries.

I have no problem with artists in the library. But, if citizens had to choose between spending \$1 million over five years for artists in the branches versus guaranteed Sunday afternoon hours, I think the latter option would garner more support.

## **Sunday Afternoon Hours for all Library Branches Amendments**

- 1) To the levy resolution, after the third Whereas, add:

“Whereas, the Board of County Commissioners construe “adequate funding” to include no less than four hours of Sunday afternoon operations at all branches.”

- 2) To Exhibit A, Ballot Title, under “Summary” add:

“All branches will have Sunday afternoon hours.”

Reword: “Open busiest libraries on Sundays and on Mondays” to read  
“Open busiest libraries on Mondays.”

We are suggesting these additional possibilities.

**AMOUNT RAISED:****WILL BUY:**

\$21,904

Cost to add an additional .5 FTE youth librarian at Sellwood. If the branch is still piggy-backed, it will have a youth librarian only half-time. Making this person full-time would allow for additional help for children in the branch, for additional visits to schools and daycares, more in-house and community programming for kids.

\$19,000

Cost to add Sunday hours if county covers indirect and administrative costs. Schedule would be 1-5 p.m.

\$3,000-5,000

Could be used for additional library programming for adults and children, most likely to be conducted outside the library at other venues in the community. This might include book discussion group, professional puppet shows or storytellers, and other programs. A group of community advisers could help plan these programs. Costs would include paid performers, space rental, coverage at the branch for the supervisor or youth librarian, supplies, publicity.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide )  
Election a Five Year Rate Based Serial ) RESOLUTION  
Levy to Fund Library Services )  
)

WHEREAS, the 1996 three-year library levy was superseded by Measure 50; and

WHEREAS, the Board of County Commissioners of Multnomah County (Board) considers adequate funding to maintain quality library services in Multnomah County to be necessary and in the public interest; and

WHEREAS, THE Board finds that existing and anticipated County revenues are insufficient to provide adequate library services; and

WHEREAS, the Board determines that in order to provide adequate funding for library services it is necessary to restore the County's library tax levies for five fiscal years commencing July 1, 1998, 1999, 2000, 2001, and 2002 in excess of the amounts within tax revenues permitted by Measure 50; now, therefore,

IT IS HEREBY RESOLVED, that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit "A" (Ballot Title and Explanatory Statement) shall be submitted to the electors of Multnomah County.
2. Exhibit "A" (Ballot Title and Explanatory Statement ) is adopted and made a part of this Resolution. The Ballot Title shall be printed substantially in the form set forth herein.
3. The Levy will be outside the limitations of Article XI, Section 11, Oregon Constitution.
4. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.

5. The Clerk of the Board shall forth with deliver certified copies of this resolution to the director of the Division of Elections.

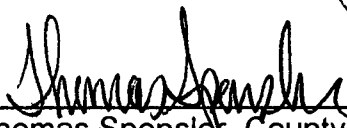
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

BOARD OR COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

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

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
Thomas Sponsler, County Counsel

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## **Exhibit A**

### **Ballot Title**

#### **CAPTION:**

Public Library FiveYear Serial Levy

#### **QUESTION:**

Shall Multnomah County operate Libraries, levy 59.47 cents per \$1,000 assessed valuation, outside permanent rate for five years beginning 1998-99?

This measure may cause property taxes to increase more than three percent.

The proposed levy will be in effect for five years

#### **SUMMARY:**

This measure may be passed only at an election with at least 50 percent voter turnout.

Levy keeps the Central Library and all branch libraries open to the public, and provides these expanded services:

More library hours at Central and all branch libraries;

Open busiest libraries on Sundays and on Mondays.

More books and other library materials;

Children's library programs including story hours, homework help, art programs, special reading initiatives, and services to kids in day care;

Special library programs for all audiences including adults, seniors, and youth on local history, computers and other subjects;

If the levy is not approved, library services will remain at current reduced level with shortened hours, fewer books and fewer services.

Levy cost estimate is about 59 cents per \$1,000 assessed value per year. Typical home pays \$6 per month.

The levy, dedicated to library operations, is estimated to provide \$ 19.7 million in 1998-99, \$ 20.4 million in 1999-2000, \$ 21.3 million in 2000-01, \$ 22.1 million in 2001-02, and \$ 23 million in 2002-03.

The estimated tax cost for this measure is an **ESTIMATE ONLY** based on the best information available from the county assessor at the time of the estimate.

## **Explanatory Statement**

Measure \_\_ will renew library operations, allowing the libraries to provide services planned prior to passage of Measure 47. It will help operate the downtown Central Library, and all library branches: Gresham, Midland, St. Johns, North Portland, Albina, Hollywood, Gregory Heights, Rockwood, Holgate, Woodstock, Belmont, Sellwood-Moreland, Hillsdale and Capitol Hill.

### **Increased Hours for County Libraries**

It will increase the number of days and hours these libraries are open and will increase the amount spent on books and other library materials. It will provide for the opening and operation of two new libraries, one in Northwest Portland and one in cooperation with the Parkrose School District.

### **Who the Library Serves**

The Multnomah County Library serves the people of Multnomah County by providing books and other materials to meet their information, education, cultural, and recreation needs.

The County Library system is among the busiest in the nation and provides services every year to over 500,000 library card holders; over 70% of the people who live in Multnomah County. Nearly 8.5 million books and other library materials are borrowed from the library each year. Library staff annually responds to more than 800,000 requests for information. More than 1,000 people a day access the library by dialing in to the library's automated system.

### **What the Library Provides: Books and More**

Approving the library levy will provide for the following:

- Operating and staffing downtown Central Library, Gresham Library, Midland Library, and 12 other branch libraries located throughout Multnomah County.
- Restoring and extending hours at the Central and branch libraries.
- Buying more books and other library materials and continuing improvements in library technology.
- Operating and staffing two new branches, a medium sized library in Northwest Portland and a small branch in cooperation with Parkrose School District.
- Improving library service to children, adults and senior citizens with special needs.
- Providing 24-hour-a-day access to DYNA, the library's computerized card catalog and community resource and events calendar data base, and increasing access to other computerized information for the public.

- Expanding special programs for children including story hours for toddlers, services for kids in daycare, homework help for students, art programs and reading initiatives. Offering adult and senior citizen programs on technology and other subjects.
- Providing information and reference materials for students, jobseekers, business users and the general public.
- Gaining free access for Multnomah County residents to the special library collections housed at the Oregon Historical Society

This library levy is about 59.47 cents per \$1,000 of assessed value. The typical home in Multnomah County pays about \$ 6 per month over five years for library operations and the services listed above.



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a )  
Countywide Election a Five Year Rate ) RESOLUTION  
Based Serial Levy to Fund Library ) 97-164  
Services )

WHEREAS, the 1996 three-year library levy was superseded by Measure 50; and

WHEREAS, the Board of County Commissioners of Multnomah County (Board) considers adequate funding to maintain quality library services in Multnomah County to be necessary and in the public interest; and

WHEREAS, the Board finds that existing and anticipated County revenues are insufficient to provide adequate library services; and

WHEREAS, the Board Of County Commissioners construe "adequate funding" to include no less than four hours of Sunday afternoon operations at all branches; and

WHEREAS, the Board determines that in order to provide adequate funding for library services it is necessary to restore the County's library tax levies for five fiscal years commencing July 1, 1998, 1999, 2000, 2001, and 2002 in excess of the amounts within tax revenues permitted by Measure 50; now, therefore,

IT IS HEREBY RESOLVED, that:

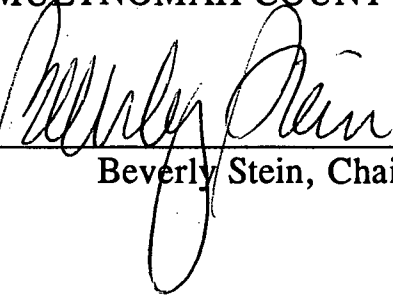
1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit "A" (Ballot Title and Explanatory Statement) shall be submitted to the electors of Multnomah County.
2. Exhibit "A" (Ballot Title and Explanatory Statement ) is adopted and made a part of this Resolution. The Ballot Title shall be printed substantially in the form set forth herein.

3. The Levy will be outside the limitations of Article XI, Section 11, Oregon Constitution.
4. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.

ADOPTED this 21st day of August, 1997.

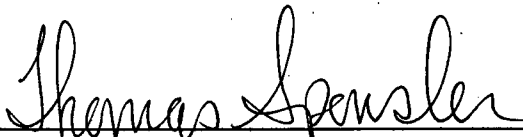


BOARD OR COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Counsel

revised 8/21/97

## **EXHIBIT A**

### **BALLOT TITLE**

#### **CAPTION:**

Public Library Five Year Serial Levy

**MEASURE 26-58**

#### **QUESTION:**

Shall Multnomah County operate Libraries, levy 59.47 cents per \$1,000 assessed valuation, outside permanent rate for five years beginning 1998-99?

This measure may cause property taxes to increase more than three percent.

The proposed levy will be in effect for five years.

#### **SUMMARY:**

This measure may be passed only at an election with at least 50 percent voter turnout.

Levy keeps the Central Library and all branch libraries open to the public and provides these expanded services:

- More library hours at Central and all branch libraries;
- All branches will have Sunday afternoon hours;
- Open busiest libraries on Mondays;
- More books and other library materials;
- Children's library programs including story hours, homework help, art programs, special reading initiatives, and services to children in day care;
- Special library programs for all audiences including adults, seniors, and youth on local history, computers and other subjects;

If the levy is not approved, library services will remain at current reduced level with shortened hours, fewer books and fewer services.

Levy cost estimate is 59.47 cents per \$1,000 assessed value per year. Typical home pays an additional \$6 per month as a result of this levy.

The levy, dedicated to library operations, is estimated to provide \$19.7 million in 1998-99, \$20.4 million in 1999-2000, \$21.3 million in 2000-01, \$22.1 million in 2001-02, and \$23 million in 2002-03.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate.

#### **EXPLANATORY STATEMENT:**

Measure 26-58 will renew library operations, allowing the libraries to provide services planned prior to passage of Measure 47. It will help operate the downtown Central Library, and all library branches: Gresham, Midland, St. Johns, North Portland, Albina, Hollywood, Gregory Heights, Rockwood, Holgate, Woodstock, Belmont, Sellwood-Moreland, Hillsdale and Capitol Hill.

#### **Increased Hours for County Libraries**

It will increase the number of days and hours these libraries are open and will increase the amount spent on books and other library materials. It will provide for the opening and operation of two new libraries, one in Northwest Portland and one in cooperation with the Parkrose School District.

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other library materials are borrowed from the library each year. Library staff annually responds to more than 800,000 requests for information. More than 1,000 people a day access the library by dialing in to the library's automated system.

### **What the Library Provides: Books and More**

Approving the library levy will provide for the following:

- All branches will have Sunday afternoon hours.
- Operating and staffing downtown Central Library, Gresham Library, Midland Library, and 12 other branch libraries located throughout Multnomah County.
- Restoring and extending hours at the Central and branch libraries.
- Buying more books and other library materials and continuing improvements in library technology.
- Operating and staffing two new branches, a medium sized library in Northwest Portland and a small branch in cooperation with Parkrose School District.
- Improving library service to children, adults and senior citizens with special needs.
- Providing 24-hour-a-day access to DYNA, the library's computerized card catalog and community resource and events calendar data base, and increasing access to other computerized information for the public.
- Expanding special programs for children including story hours for toddlers, services for children in daycare, homework help for students, art programs and reading initiatives. Offering adult and senior citizen programs on technology and other subjects.
- Providing information and reference materials for students, job-seekers, business users and the general public.
- Gaining free access for Multnomah County residents to the special library collections housed at the Oregon Historical Society

This library levy is about 59.47 cents per \$1,000 of assessed value. The typical home in Multnomah County pays an additional \$6 per month over five years for library operations and the services listed above.

Revised 8/21/97

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10 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
11 FOR THE COUNTY OF MULTNOMAH

12 COURTNEY G. WILTON,

13 Petitioner,

14 v.

15 MULTNOMAH COUNTY, a municipal  
16 corporation and political subdivision of the State  
of Oregon,

17 Respondent.  
18

No. 9709-06914

ORDER CERTIFYING BALLOT  
TITLE FOR MEASURE # 26-58

19  
20 Rosenblum, Judge

21 This matter having come before the court on the 18<sup>th</sup> of September, 1997 on petition to  
22 review the Ballot Title for county Measure # 26-58, the Public Library Five Year Serial Levy.

23 The court finds that the sentence, "If approved, the levy may provide partial replacement  
24 funding for library services currently financed by the County's general fund," should be added to  
25 the Ballot Title Summary after the statement, "If the levy is not approved, library services will  
26 remain at current reduced level with shortened hours, fewer books and fewer services."

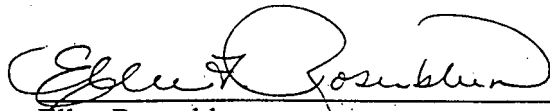
Page 1 -ORDER

1  
2 The court finds that the Ballot Title, as modified and attached, is legally sufficient and  
3 comports with the requirements of ORS 250.035.

4 IT IS ORDERED that the Ballot Title, as modified, for County Measure #26-58 is hereby  
5 CERTIFIED.  
6

7  
8 IT IS SO ORDERED  
9

10 DATED this 18 day of September, 1997.  
11  
12

13  
14   
15 Ellen Rosenblum  
16 Multnomah County Circuit Court Judge

17 Prepared by:  
18 Thomas Sponsler, OSB #75006  
19 County Counsel  
20 Of Attorneys for Defendant  
21  
22  
23  
24  
25  
26

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## BALLOT TITLE

### Caption

Public Library Five Year Serial Levy

MEASURE 26-58

### Question

Shall Multnomah County operate Libraries, levy 59.47 cents per \$1,000 assessed valuation, outside permanent rate for five years beginning 1998-1999?

This measure may cause property taxes to increase more than three percent.

The proposed levy will be in effect for five years.

### Summary

This measure may be passed only at an election with at least a 50 percent voter turnout.

Levy keeps the Central Library and all branch libraries open to the public and provides these expanded services:

- More library hours at Central and all branch libraries;
- All branches will have Sunday afternoon hours;
- Open busiest libraries on Mondays;
- More books and other library materials;
- Children's library programs, including story hours, homework help, art programs, special reading initiatives, and services to children in day care;
- Special library programs for all audiences including adults, seniors, and youth on local history, computers and other subjects;

If the levy is not approved, library services will remain at current reduced level with shortened hours, fewer books and fewer services. If approved, the levy may provide partial replacement funding for library services currently financed by the County's general fund.

Levy cost estimate is about 59.47 cents per \$1,000 assessed value per year. Typical home pays an additional \$6 per month as a result of this levy.

This levy, dedicated to library operations, is estimated to provide \$19.7 million in 1998-1999, \$20.4 million in 1999-2000, \$21.3 million in 2000-2001, \$22.1 million in 2001-2002, and \$23 million in 2002-2003.

The estimate tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate.



MEETING DATE: AUG 21 1997  
AGENDA NO: R-6  
ESTIMATED START TIME: 10:35am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to CITY OF PORTLAND, OFFICE OF TRANSPORTATION.

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

REGULAR MEETING: Date Requested: August 21, 1997  
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Pat Frahler TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title.

PERSON(S) MAKING PRESENTATION: Representative from Hansen's Office

**ACTION REQUESTED:**

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

Under the provisions of ORS 275.090(2) and ORS 275.110(2) Tax Foreclosed property may be sold to a governmental entity.

The City of Portland, Department of Transportation is requesting to purchase property formerly known as 1130 NE 155th Ave for expenses and maintenance costs.

Attached Staff Report, Board Order, and Deed D981508.

8/27/97 ORIGINAL Deed & copies of all to tax title

**SIGNATURES REQUIRED:**

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

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

K.A. Juneberg Paul L. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 AUG 13 AM 8:55

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING - STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Kathy Tuneberg  
TODAY'S DATE: July 17, 1997  
REQUESTED PLACEMENT DATE: August 7, 1997

**RE: APPROVAL OF DEED TO CITY OF PORTLAND, OFFICE OF TRANSPORTATION  
FOR ONE TAX FORECLOSED PROPERTY, TO BE USED SOLELY FOR ROAD  
PURPOSES**

**I. Recommendation/Action Requested:**

Approval of proposed Order.

**II. Background/Analysis:**

Pursuant to Ordinance 795, the property was reviewed in April, 1994 and was rejected by both Governmental entities and Affordable Housing Development Programs.

On February 7, 1997, Multnomah County incurred demolition cost for removal of existing structure.

On March 28, 1997, the City of Portland, Office of Transportation sent a letter to expressing their interest in obtaining this property for road purposes.

The County is authorized to convey interest in tax foreclosed property to other governmental entities. See ORS 275.090 and ORS 275.110.

The proposed Order authorizes the conveyance of the property for road purposes to the City of Portland, Office of Transportation in exchange for the City paying the County \$7,306.71, which would be the costs the County incurred for demolition.

**III. Financial Impact:**

See Section II

**IV. Legal Issues:**

None anticipated.

**V. Controversial Issues:**

None anticipated.

**VI. Link to Current County Policies:**

No Governmental entities and Affordable Housing Development Programs requested the property under Ordinance 795.

None anticipated.

**VII. Citizen Participation:**

None anticipated.

**VIII. Other Government Participation:**

None anticipated.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed D981508  
for Certain Tax Foreclosed Property to  
CITY OF PORTLAND,  
OFFICE OF TRANSPORTATION

} ORDER  
97-169

WHEREAS, the City, requests to purchase from Multnomah County the property described herein; and

WHEREAS, the City agrees to use the property solely for road purposes only; and

WHEREAS, City, has offered to purchase the real property hereinafter described for the amount of \$7,306.71, and that under the provisions of ORS 275.090 (2) and ORS 271.310 (1), said property may be sold to a governmental body whenever the public interest may be furthered; and

WHEREAS, all costs, including but not limited, to title insurance, escrow fees and recording fees, shall be paid by the City; and

WHEREAS, the offer is contingent upon the following requirements: environmental conditions of the property being acceptable to the City; no taxes due on the property; and approval of the City Attorney; and

NOW THEREFORE, it is hereby ORDERED that upon the receipt by Tax Title of the above referenced amount, the Chair of the Multnomah County Board of County Commissioners is authorized to execute a deed conveying to City, for Road purposes only, the following described real property, situated in the County of Multnomah, State of Oregon:

S 45' OF LOT 12, BLOCK C, GLENDOVEER ACRES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

IT IS FURTHER ORDERED, the County's Division of Assessment and Taxation is authorized to send the deed under letter of instruction to the Escrow Officer at OREGON TITLE INSURANCE COMPANY, to be processed upon closing.

Dated at Portland, Oregon this 21st day of August, 1997.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Steiny, Chair



REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D981508

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CITY OF PORTLAND, OFFICE OF TRANSPORTATION, Grantee, for road purposes only, the following described real property, situated in the County of Multnomah, State of Oregon:

S 45' OF LOT 12, BLOCK C, GLENDOVEER ACRES, a recorded subdivision in City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,306.71.

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

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

CITY OF PORTLAND  
OFFICE OF TRANSPORTATION  
1120 SW 5TH AVE, RM 802  
PORTLAND OR 97204-1914

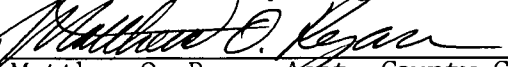
IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21 day of August, 1997 by authority of an Order of said Board of County Commissioners heretofore entered of record.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg, Acting Director

STATE OF OREGON

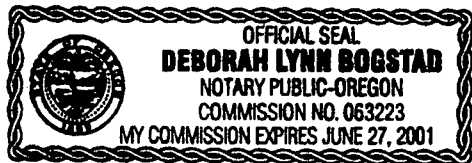
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 21st day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 21 1997  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:40am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Public Hearing and Order Offering to Surrender Jurisdiction of County Roads to the City of Portland

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

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

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

REGULAR MEETING: DATE REQUESTED: August 21, 1997

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Env Svcs DIVISION: Transp. & Land Use Plan'g

CONTACT: Cathey Kramer TELEPHONE #: 248-5050 (X22589)

BLDG/ROOM #: 425 / Cathey Kramer

PERSON(S) MAKING PRESENTATION: Bob Thomas **BT**

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

*Public hearing to determine whether it is in the best interests of the County to surrender jurisdiction of county roads and recommendation of Director of Environmental Services for the surrendering of jurisdiction to the City of Portland of county roads within areas annexed to the city prior to June 30, 1996, as described in Boundary Change Final Order Number 3556 of the Portland Metropolitan Boundary Commission.*

*Order offering to surrender jurisdiction to the City of Portland.*

*4 Copies to Bob Thomas & Cathey Kramer*

### SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: John E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BTRJ2056\_AGENDA.DOC (H0043)



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:**  Larry F. Nicholas, Director  
Dept. of Environmental Services

**TODAY'S DATE:** July 11, 1997

**REQUESTED PLACEMENT DATE:** August 21, 1997

**RE:** Recommendation for surrendering jurisdiction to the City of Portland all county roads annexed to the City of Portland between July 1, 1994 and June 30, 1996. The transfer of these roads is proposed to take place August 30, 1997.

**I. Recommendation/Action Requested:**

It is requested that the Board of County Commissioners approve the Department of Environmental Services' recommendation for the surrender of jurisdiction to the City of Portland all county roads annexed to the city between July 1, 1995 and June 30, 1996. The effective date of this proposed road transfer would be August 30, 1997.

**II. Background/Analysis:**

The transfer of these segments of roads is in accordance with the Intergovernmental Agreement between Multnomah County and the City of Portland approved March 8, 1984, Section IIIB, and in accordance with ORS 373.270, which initiated the transfer of jurisdiction of certain roads lying within the boundaries of the City of Portland.

**III. Financial Impact:**

This road transfer will have an impact upon the transfer of funds to the City of Portland. This transfer includes approximately 1.3 miles of roadway. For calculation of the quarterly Shared Motor Vehicle Revenue Payment to the City of Portland, these miles transferred will be credited as city streets. The annualized financial impact for FY1997-98 will be approximately \$26,100 per mile of roadway transferred. For the ten month period following August 30<sup>th</sup>, the financial impact for the 1.3 miles of roadway transferred will be approximately \$28,274.



IV. Legal Issues:

The surrender of jurisdiction is in accordance with the executed Intergovernmental Agreement and ORS 373.270.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Refer to Background/Analysis and Legal Issues.

VII. Citizen Participation:

In accordance with requirements of the Oregon Revised Statutes, a Public Hearing will be set in this matter for August 21, 1997.

VIII. Other Government Participation:

The City of Portland is preparing appropriate City Council action to accept jurisdiction over these roads.

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

Surrendering Jurisdiction to the City of )	
Portland All County Roads within the )	O R D E R
Areas Annexed to the City of Portland )	97-168
on June 30, 1996 )	

WHEREAS, the Department of Environmental Services, Transportation and Land Use Planning Division recommends the Surrender of Jurisdiction to the City of Portland of all county roads within the areas annexed to the City of Portland effective June 30, 1996, as described in Boundary Change Final Order Number 3556 of the Portland Metropolitan Area Local Government Boundary Commission; and

WHEREAS the County has initiated this Matter in accordance with Section IIIB of the Intergovernmental Agreement between the County and the City regarding the transfer of urban services from the jurisdiction of the County to the City; and

WHEREAS this Proposed Surrender of Road Jurisdiction is undertaken pursuant to ORS 373.270; and

WHEREAS notice of this Proposed Surrender of Jurisdiction has been published in The Oregonian, a newspaper of general circulation, on Wednesday, July 23, 1997, and on four successive Mondays beginning July 28, 1997, and ending August 18, 1997, of the time, location, and list of county roads offered for surrender of jurisdiction by the County to the City as required under ORS 373.270(2); and

WHEREAS, the notice provided that the public was invited to attend a public hearing on this matter on August 21, 1997; to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to surrender jurisdiction of county roads within the areas annexed to the City of Portland.

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby finds, that it is necessary and expedient and in the best interest of the County to surrender jurisdiction of all county roads within the areas annexed to the City of Portland effective June 30, 1996, as described in Boundary Change Final Order Number 3556 of the Portland Metropolitan Area Local Government Boundary Commission, said roads being more particularly described as follows:

**1) S.W. FAIRVIEW BOULEVARD, COUNTY ROAD NO. 1133**

- From S.W. Highland Road South 55 feet, more or less
- Half street, East half  
(From S.W. Highland Road North to the centerline of vacated S.W. Fairview Court)
- Half street, southerly half  
(From a point 215 ft. southerly of S.W. Highland Road to a point 384 feet southerly of Highland Road)

**ORDER**

Page 2

**2) S.W. HIGHLAND ROAD, COUNTY ROAD NO. 1330**

- From a point 89.78 feet westerly of S.W. Fairview Blvd. southwesterly 1,070 feet, more or less
- From the North line of S.W. Torr Lane northerly 800 feet, more or less
- From a point 60 feet, more or less, South of S.W. Torr Lane southerly 1,050 feet, more or less
- From S.W. Canyon Court northerly 412 feet, more or less
- Half street, South half  
(From S.W. Fairview Blvd. westerly 89.78 feet)

**3) S.W. CANYON COURT, COUNTY ROAD NO. 1138-c, 3819, 3901**

- From a point 475 feet, more or less, East of S.W. Highland Road to a point 250 feet, more or less, West of S.W. Highland Road.
- From a point 465 feet, more or less, West of S.W. Highland Road westerly to the Washington County line

**4) S.W. 61<sup>ST</sup> DRIVE, COUNTY ROAD NO. 1384**

- From S.W. Canyon Court northerly 880 feet, more or less

**5) S.W. RAAB ROAD, COUNTY ROAD NO. 3820**

- From Washington County line easterly 572 feet more or less.

**6) S.W. 64<sup>TH</sup> AVENUE, COUNTY ROAD NO. 4016**

- From S.W. Raab Road southerly 270 feet, more or less

**7) S.W. HEWETT BOULEVARD, COUNTY ROAD NO. 405**

- From the South right-of-way line of S.W. Humphrey Blvd. South and East 725 feet, more or less

**8) S.W. SCHOLLS FERRY ROAD, COUNTY ROAD NO. 1202, 2355**

- From S.W. Hewett Blvd. southerly 700 feet, more or less

ORDER

Page 3

9) S.W. HIGHLAND PARKWAY

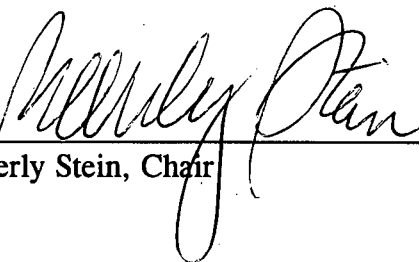
- Half street, East half  
(From S.W. Canyon Court northerly 105 feet, more or less)

IT IS FURTHER ORDERED, that this proposed surrender of jurisdiction of the above referenced county roads shall be effective upon the appropriate action being taken by the City of Portland pursuant to ORS 373.270(5).

Dated this 21 day of August, 1997.

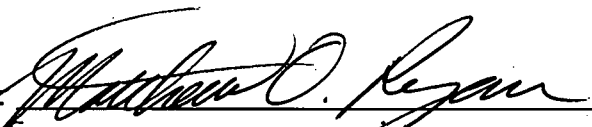


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

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

BTRJ2056\_ORD\_SURRENDER JURISDICTION.DOC (H0043)

BUDGET MODIFICATION NO.

DES 1

(For Clerk's Use) Meeting Date

AUG 21 1997

Agenda No.

R-8

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

08/13/97

8-21-97

(Date)

DEPARTMENT DES

DIVISION A&amp;T

CONTACT

TELEPHONE

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

Kathy Tuneberg/Bob Ellis

## SUGGESTED

## AGENDA TITLE

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

Measure 50 Compliance Contingency Request

(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.)

X

Personnel changes are shown in detail on the attached sheet

This budget modification requests \$651,218 be transferred from the \$850,000 in A&T Contingency to reinstate appraisal and clerical support staff currently budgeted only to September 30, 1997. Measure 50 did not produce the cost savings or operational efficiencies projected. The additional staff is required to maintain the tax roll in compliance with Measure 50. This budget modification also recognizes an additional \$105,535 in new grant revenue.

It is difficult to forecast the number of appeals which will be made to the Board of Property Tax Appeals (Board of Equalization). However, the five-year average is 5,600+ and until taxpayers fully understand how Measure 50 impacts the appeal process our best estimate for next year is 5,000 appeals. This level of activity would require 3 boards and necessitate the increase in the amount of per diem budgeted and allow the Board to remain in the Morrison Building until May 1998.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

An amount of \$850,000 has been set aside for the possibility of Measure 50 requiring more resources than currently budgeted. In addition, the DOR estimate for 1997/98 grant funds indicates another \$105,000 over revenue budgeted. While \$50,000 of the original \$900,000 contingency has already been transferred to cover processing personal property filings two times in this transitional year, this request of \$756,753 would leave approximately \$198,800 in contingency.

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

A&amp;T

Fund Contingency before this modification (as of

7/1/97)

\$850,000

Date

After this modification

\$198,782

Originated By

Kathy Tuneberg/Bob Ellis

Date

8/13/97 9:09

Department Director

Larry F. Nicholas

Date

8/12/97

Plan/Budget Analyst

Date

8-13-97

Employee Services

Date

8/13/97

Board Approval

Date

8/21/97

BOARD OF  
 COUNTY COMMISSIONERS  
 97 AUG 13 AM 11:23  
 MULTNOMAH COUNTY  
 OREGON

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**

**DES 1**

**5. ANNUALIZED PERSONNEL CHANGES**

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
4.0	Property Appraiser / Commercial	131,564	23,628	15,653	170,845
1.0	Appraisal Supervisor / Commercial	51,343	9,219	7,157	67,719
7.0	Property Appraiser / Residential	306,983	55,132	41,267	403,382
1.0	Appraisal Supervisor / Residential	53,156	9,548	6,896	69,600
4.0	Office Assistant 2	96,916	17,404	14,789	129,109
0.25	Data Entry Operator	23,508	4,224	4,136	31,868
					0
					0
					0
					0
					0
					0
					0
17.25	TOTAL CHANGE (ANNUALIZED)	663,470	119,155	89,898	872,523

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES**

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	CURRENT FY			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
					0
3.00	Property Appraiser / Commercial	98,673	17,721	11,740	128,134
0.75	Appraisal Supervisor / Commercial	38,507	6,914	5,368	50,789
5.25	Property Appraiser / Residential	230,237	41,349	30,950	302,536
0.75	Appraisal Supervisor / Residential	39,867	7,161	5,172	52,200
2.25	Office Assistant 2	78,635	14,121	12,735	105,491
0.25	Data Entry Operator	5,877	1,056	1,034	7,967
					0
	Staffing required to maintain the tax roll in compliance with Measure 50				0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		491,796	88,322	66,999	647,117

BUDGET MODIFICATION NO DES 1

## Expenditure

Transaction E [ ] TRANSACTION DAT

ACCOUNTING PERIOD:

BUDGET FY: 97/98

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
175	030	7590			5100	648,867	786,047	137,180		Permanent
175	030	7590			5500	117,103	141,738	24,835		Salary Related
175	030	7590			5550	84,056	101,164	17,108		Ins Benefits
175	030	7590			6230	8,386	9,786	1,400		Supplies
175	030	7590			6310	3,875	5,375	1,500		Travel & Training
175	030	7590			6330	17,558	21,668	4,110		Local Travel & Mileage
175	030	7590			7100	40,289	48,789	8,500		Indirect costs
175	030	7590			7150	7,111	8,511	1,400		Telephone
175	030	7590			7400	18,200	34,700	16,500		Building Management
175	030	7600			7100	18,120	18,329	209		Indirect costs
175	030	7600			7560	19,950	24,950	5,000		Mail Distribution
175	030	7610			5100	647,272	917,376	270,104		Permanent
175	030	7610			5500	116,232	164,742	48,510		Salary Related
175	030	7610			5550	79,562	115,684	36,122		Ins Benefits
175	030	7610			6230	8,300	13,300	5,000		Supplies
175	030	7610			6310	3,240	6,040	2,800		Travel & Training
175	030	7610			6330	19,720	28,670	8,950		Local Travel & Mileage
175	030	7610			7100	38,425	53,939	15,514		Indirect costs
175	030	7610			7150	5,662	8,218	2,556		Telephone
175	030	7620			5100	395,904	450,747	54,843		Permanent
175	030	7620			5500	75,600	85,449	9,849		Salary Related
175	030	7620			5550	56,164	62,325	6,161		Ins Benefits
175	030	7620			6230	8,500	12,000	3,500		Supplies
175	030	7620			7100	27,016	30,175	3,159		Indirect costs
175	030	7620			7150	6,154	7,554	1,400		Telephone
175	030	7566			5100	603,874	609,751	5,877		Permanent
175	030	7566			5500	111,967	113,023	1,056		Salary Related
175	030	7566			5550	76,262	77,296	1,034		Ins Benefits
175	030	7566			7100	121,059	121,391	332		Indirect costs
175	030	7570			5100	596,905	620,697	23,792		Permanent
175	030	7570			5500	107,569	111,841	4,272		Salary Related
175	030	7570			5550	77,112	83,686	6,574		Ins Benefits
175	030	7570			7100	40,367	41,811	1,444		Indirect costs
175	030	7390			6110	30,202	56,336	26,134		Professional Services
175	030	7390			7100	5,926	7,061	1,135		Indirect costs
175	030	7390			7560	12,907	14,000	1,093		Postage
175	030	7,060			7,700	850,000	198,782	(651,218)		A&T Contingency
									105,535	Total Expenditure Change

## Revenue

Transaction R [ ] TRANSACTION DAT

ACCOUNTING PERIOD:

BUDGET FY: \_\_\_\_\_

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
175	030	7060			2369	1,957,883	2,063,418	105,535		DOR Grant Revenue
									105,535	Total Revenue Change

## Staff Report Supplement

To: Board of County Commissioners

From: Kathy Tuneberg, Acting A&T Director,  
Bob Ellis, Assessor/Valuation Manager

Date: August 13, 1997

Subject: Measure 50 Compliance Contingency Request

---

### I. Recommendation/Action Requested

Approve recognition of an additional \$105,535 in DOR grant funds, and a transfer of \$651,218 from the remaining \$850,000 in A&T Fund Contingency to restore appraisal, clerical support and Board of Equalization functions to the level needed to comply with Measure 50 and maintain minimum customer service. This action will free \$198,782 for other General Fund uses within Multnomah County.

### II. Background/Analysis

Since the inception of the Department of Revenue Grant under HB 2338, the Board of County Commissioners must, each year, approve the Assessment & Taxation budget and forward it to the Department of Revenue for eligibility in the pool of grant awards made for county Assessment & Taxation operations.

This year as the budgets were being prepared Ballot Measure 47 was in effect and the Legislature had referred Ballot Measure 50 to the voters as a replacement tax reduction measure. Because the grant submission date was prior to the election, two budgets were presented to the commissioners based upon the anticipated work requirements under each measure.

The approved 1997-98 budget included full funding through September 1997 followed by reductions based on the anticipated workload requirements of Ballot Measure 50. A contingency to comply with unbudgeted work required by the actual implementing language was established that was equal to the difference between the two budgets.

Early assumptions were that Measure 50 would eliminate the need to keep Real Market Value (RMV) on the tax roll and that Personal Property belonging to businesses would be exempted thereby reducing the cost of the assessment and taxation function by approximately 22% with the majority of cost reduction in appraisal. However, with the legislation complete, it is now apparent that the actions of the legislature replicated the requirements of Measure 47 requiring the maintenance of RMV for use in the tax calculation process.

The legislature did increase the level at which Personal Property accounts were not billed, from a market value of \$3,000 to \$10,000, but they did not eliminate the



requirement for the owners to continue making the annual filings.

In order to calculate the increase in Maximum Assessed Value for new construction the Measure also requires that the appraisers must calculate the value of the improvement in addition to the total value of the property. For minor construction defined as an increase in value of \$10,000 or less, there was a last minute change that will require that we track the increases and if they exceed \$25,000 in five years it causes a change in the taxable value.

Under both budget scenarios, District appraisal on a six-year cycle was anticipated to be replaced by a less stringent requirement. The M 47 budget proposed retaining one sixth of our current reappraisal program with an emphasis on recalculation of values through an "as needed" appraisal program. The proposed restoration will not include any district reappraisal but will include recalculation of the residential values and will provide funding needed to appraise all new construction annually.

The appeals of 1995 and 1996 commercial values, at the Department of Revenue level, have been over twice the volume expected when the budgets were prepared. To maintain Real Market Value, appraise all new construction and perform the other functions expected by the appraisal section will necessitate restoring 13 appraiser positions and 4 OA2's to the staff budgeted in the appraisal and tax information sections

The clerical staff in the Appraisal Section assists in the A&T customer support by answering 66,000+ phone calls and 5,500+ walk-in customers annually. If these positions are not restored those calls and customers would have to be diverted to the Tax Collection or Records Management Sections which already handle approximately 180,000 calls and 25,000 walk-in customers. Those sections have also sustained cuts. The result would be a reduced staff attempting to handle 36% more calls and 22% more customers at the counter.

It is difficult to forecast the number of appeals that will be made to the Board of Property Tax Appeals (Board of Equalization). With our new processes a property owner will be able to appeal the Maximum Assessed Value in addition to the Real Market Value of their property. The five-year average is 5,600+ and until taxpayers fully understand how Measure 50 impacts the appeal process, our best estimate for the upcoming year is 5,000 appeals.

The number of BOE boards budgeted will not be adequate to handle this volume of appeals. This level of activity will require 3 boards and necessitate an increase in the amount of per diem budgeted, and will also require the Board of Property Tax Appeals to remain located in the Morrison Building until the end of the session (approximately the end of May 1998).

The Department of Revenue has approved Multnomah County's 1997/98 budget for which the County is expected to receive approximately \$2M in grant funds. However, they also expressed their concern about the adequacy of the currently approved

Staff Report on Assessment & Taxation's 1997-98 Budget  
Page 3

appraisal budget to provide sufficient staff to complete necessary tasks. (Letter attached)

III. Financial Impact

With the addition of contingency funds, the entire budget still represents a cut of \$3.2M from the 1997-98 current service level. In addition funds are included to retain full staffing through September to complete the work required in the first transition year of Measure 50. An inadequate staff to value all new construction, personal property and industrial property would first impact the tax collections in the 1998-99 fiscal year with values not being added to the tax base resulting in lost revenue to Multnomah County and other levy districts.

The most recent DOR Grant Fund estimate indicates an additional \$105,535 increase in revenue for this year. Additionally, HB2049 (which extended the sunset of the funding provided by HB2338 until June 30, 2000) increased the "pool" of funds available for distribution and while we are likely to receive added revenue later this year, the amount is unknown at this time. Should the "pool" rise to the level expected (\$16-\$16.5M) and the County's proportionate share remain about 16%, the County could see an additional \$500-600K in 1998/99.

The Department of Environmental Services rose to the significant challenge of reducing its property tax support by approximately 70% during the budget process. No additional sources of general-fund revenue are available within the department to fund these necessary Assessment & Taxation functions, and funds held in contingency in the A&T fund are the most likely source for this revenue. These funds were placed in contingency with Board approval, pending the outcome of the election, and implementing legislation.

The following table helps summarize funding levels for A&T:

	1996/97 Actual	1997/78 Current Service Level	Measure 50 1997/98 Budget (exc One-Time- Only)	Measure 50 including Bud Mod	\$ Decrease from 1996/97 budget	% Decrease from 1996/97 budget
Total A&T Fund	10,959,186	12,213,128	8,237,919	8,994,672	1,964,514	17.93%
FTE	150.06	153.90	109.40	126.65	23.41	15.61%

The current Measure 50 level budget cuts 46.50 FTE positions. With this funding 17.25 FTE would be restored leaving the A&T budget with a decrease of 29.25 FTE. Of those 29.25 FTE, 11.50 FTE are vacant.

IV. Legal Issues

The implementing legislation for Measure 50 continues to retain requirements for all appraisal section activities that were previously required with the exception of maintaining a six-year appraisal cycle. This includes defending appeals, appraising new construction, processing exemptions and deferrals, and maintaining Real Market Value on the tax rolls.

V. Controversial Issues

Limited funds available for the County programs make any request for additional funding controversial. However, a failure to perform the required duties may have a greater financial impact on all levy districts because anticipated property tax revenue from new construction would not be fully realized. Levy districts would be concerned should they perceive that A&T funding is insufficient thereby causing them a loss of revenue.

VI. Link to Current County Policy

It is the County policy to operate within the legal requirements for the Assessment and Taxation function. It is also a recent County policy under Measure 50 to fund programs adequately or not at all.

VII. Citizen Participation

The Citizen Budget Advisory Committee supported the restoration of budget funds held in contingency as needed to maintain compliance within Assessment and Taxation.

VIII. Other Government Participation.

With the exception of the supervision and distribution of grant funds by the Department of Revenue, no other government participation is expected.

June 13, 1997

Beverly Stein, Chair  
Multnomah County Board of Commissioners  
1120 SW Fifth Avenue, Room 1500  
Portland, OR 97204-1935

DEPARTMENT OF  
REVENUE

The department has reviewed the grant document submitted by Multnomah County as required by ORS 294.005. Based on the review of the grant request, the department has determined that the 1997-98 expenditure level established by the county for the assessment and taxation program is adequate to maintain the county's property tax system, or to bring the system into compliance.

We continue to be concerned with the level of funding for the assessor's office. The office is at high risk of not being able to complete necessary tasks. It is comforting, however, to know the county maintains an A & T contingency fund in the event it is needed.

This letter certifies Multnomah County's participation in the County Assessment Function Funding Assistance (CAFFA) account. The county's approved expenditure for 1997-98 is \$9,790,699. The county must appropriate 100 percent of the approved expenditure level under ORS 294.435 in order to receive state grant funds.

The county's distribution rate for 1997-98 is 16.5073406 percent.

The following CAFFA Account ESTIMATES are provided for your information:

- a. Estimate of total available dollars for distribution in 1997-98, \$12,500,000.
- b. Estimate of grant dollars to be received by your county for 1997-98, \$2,063,418.

The actual amount your county will receive during 1997-98 will depend on the total dollars actually collected during the year.

All counties are reminded of their commitment to fund their assessment and taxation programs at the level that was submitted by the county governing body and subsequently approved by the department. Any reduction in the dollar appropriation or any other source restriction will result in loss of grant money.

*James D. Manary*  
for  
James D. Manary, Administrator  
Property Tax Division

Telephone: (503) 945-8001  
TTY: (503) 945-8617

cc:

Larry Nicholas, P.E, Director Department of Environmental Services  
Kathleen Tuneberg, Acting Director/Tax Collector  
Robert Ellis, Assessor  
Harry Morton, Treasurer  
Gary D. Hansen, Commissioner  
Sharron Kelley, Commissioner  
Tanya Collier, Commissioner  
Don Saltzman, Commissioner



955 Center Street NE  
Salem, OR 97310  
150-800-075 (Rev. 1-91)

MEETING DATE: AUG 21 1997

AGENDA NO: R-9

ESTIMATED START TIME: 10:50am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovt. Agreement with city of Gresham for construction of drainage facilities on  
SE 182<sup>nd</sup> Avenue, south of SE McKinley Road

**BOARD BRIEFING**      **Date Requested:** \_\_\_\_\_  
                                 **Requested by:** \_\_\_\_\_  
                                 **Amount of Time Needed:** \_\_\_\_\_

**REGULAR MEETING:**      **Date Requested:** August 21, 1997  
                                 **Amount of Time Needed:** 5 minutes

**DEPARTMENT:** Environmental Services      **DIVISION:** Transp. & Land Use Plan

**CONTACT:** Gregory Kirby      **TELEPHONE #:** 306-5964  
   **BLDG/ROOM #:** #425/Yeon

**PERSON(S) MAKING PRESENTATION:** Gregory Kirby

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Intergovernmental Agreement with the city of Gresham for drainage facilities on SE 182<sup>nd</sup> Avenue, south of SE McKinley Road.

8/21/97 ORIGINALS & COPIES TO CARNEY KRAMER  
& JOHN ROEST

**SIGNATURES REQUIRED:**

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

OR

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

*Ray E. Nicholas*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions:**      Call the Office of the Board Clerk 248-3277.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 AUG 13 PM 2:36



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry F. Nicholas, P.E., Director

**TODAY'S DATE:** Aug 8, 1997

**REQUESTED PLACEMENT DATE:** Aug 21, 1997

**RE:** Intergovernmental Agreement with City of Gresham for drainage project

**I. Recommendation/Action Requested:**

That the Board approve this Intergovernmental Agreement with the City of Gresham to replace the drainage facilities along SE 182<sup>nd</sup> Ave, in order to correct some drainage problems that have developed over the last two years.

**II. Background/Analysis:**

SE 182<sup>nd</sup> Ave, a County right-of-way, from SE McKinley Rd to SE Richey Rd provides the best route to discharge water from property north of SE McKinley Rd in the City of Gresham. As a result of development and the need for maintenance, the existing drainage facilities need to be replaced. Because of the city's development the City of Gresham is providing half of the cost for making these improvements and the County because of needed maintenance is providing the other half.

**III. Financial Impact:**

The County Transportation Division is sharing the cost estimated to be \$135,000 equally with the City of Gresham as detailed in the agreement. This improvement will reduce current and long term maintenance expenditures on this segment of road.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Under our current policy, the County has undertaken drainage improvements when existing facilities have failed or have been determined to be inadequate for current needs. This situation meets both criteria.

VII. Citizen Participation:

Division Staff has met with area residents and have reviewed their concerns. Where necessary the County has made arrangements with property owners to address their concerns.

VIII. Other Government Participation:

City of Gresham is the principle partner in this project. They have designed, advertised, and will construct the new drainage facilities. The County has reviewed and commented on the proposed plans and specifications, and provide half of the funding according to the terms of the proposed Intergovernmental Agreement.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 301617

Prior-Approved Contract Boilerplate: Attached: ☒ Not Attached

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000  <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (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 over \$25,000  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA #</b> <u>R-9</u> <b>DATE</b> <u>8/21/97</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>
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Department: Environmental Services Division: Transportation & Land Use Planning Date: 8/13/97  
 Contract Originator: Gregory H Kirby Phone: 306-5964 Bldg/Room: #425/Yeon  
 Administrative Contact: Cathey Kramer Phone: 248-5050 x2589 Bldg/Room: #425/Yeon

Description of Contract: **Agreement to set forth responsibilities, compensation, and services provided by Multnomah County and city of Gresham for construction of drainage facilities on SE 182nd Ave. south of SE McKinley Rd.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ (Check all boxes that apply) Contractor is [ ] MBE [ ] WBE [ ] QRF [X] N/A [ ] None  
 Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>City of Gresham</u> Mailing Address: <u>1333 NW Eastman Parkway</u> City/State/Zip: <u>Gresham OR 97030</u> Point of Contact: <u>Mel Miracle</u> Phone: <u>618-2433</u> Employer ID# or SS#: _____ Effective Date: <u>Upon Signature</u> Termination Date: <u>Upon Completion</u> Original Contract Amount: _____ Total Amt of Previous Amendments: _____ Amount of Amendment: _____ Total Amount of Agreement: <u>\$70,000.00</u>	Remittance Address (if different) _____  _____  _____  <b>Payment Schedule Terms</b> <input checked="" type="checkbox"/> Lump Sum \$ _____ [ ] Due on Receipt <input type="checkbox"/> Monthly \$ _____ [ ] Net 30 <input type="checkbox"/> Other \$ _____ [ ] Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes [ ] No [ ]
---	--

**REQUIRED SIGNATURES:**

Department Manager: *Lawrence L. Wickham* Date: 8/13/97  
 Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: *Sandra Duffy* Date: 8-13-97  
 County Chair/Sheriff: *Melody Dean* Date: August 21, 1997  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6122			8300					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CAF.DOC/GKVVH2541.CAP



**INTERGOVERNMENTAL AGREEMENT  
FOR CONSTRUCTION OF STORMWATER FACILITIES  
BETWEEN MULTNOMAH COUNTY AND CITY OF GRESHAM**

This Agreement is entered into on \_\_\_\_\_, 1997, between the City of Gresham, Oregon (City), and Multnomah County, (County), pursuant to the authority granted in ORS Chapter 190.

**RECITALS**

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation, and services to be provided by both Multnomah County and the City of Gresham regarding the construction of drainage facilities within SE 182nd Avenue south of SE McKinley Road.

WHEREAS, the Board of County Commissioners and the City of Gresham City Council both recognize the economic efficiency of this joint project; and

WHEREAS, the City of Gresham and the County have agreed that it is desirable to place the ownership of the constructed facilities in SE 182nd Avenue under the jurisdiction of the County.

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

1. **SCOPE OF WORK**

A. The City agrees to perform the following services:

1. Complete project design plans and specifications, hold project design review meeting with property owners, submit plans for County approval, prepare contract and bidding documents, and advertise for bids.
2. Submit construction bids to the County for their approval, if over 20% of the engineer's estimate, prior to the award of the construction contract.
3. Award the contract for construction, administer the contract, and make arrangements for a final joint County/City inspection of the contract work.
4. Confer with the County on a regular basis and respond to any inquiries from County personnel in regard to this project.
5. Provide all necessary survey services.

6. Designate a person as a primary point of contact for this project.
7. The City shall indemnify the County for, and hold 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 this agreement.

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

1. Prior to bid advertisement, review and if acceptable return final plans, specifications, and estimate, within seven (7) calendar days from date of receipt from the City.
2. After approval of the plans, the County will issue the right-of-way permit that the project requires, prior to construction.
3. Participate in the project design review meeting.
4. Designate a person as a primary point of contact for this project.
5. The County shall indemnify the City for, and hold harmless from, all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this agreement.

II. TIME OF PERFORMANCE/SCHEDULE

- A. The City shall contract bidders to obtain bids for the work in August 1997, and award the work by late August. The work shall be completed no later than October 15, 1997.

III. EFFECTIVE AND TERMINATION DATES

- A. This agreement shall be effective upon signing and shall terminate upon payment by the County to the City of Gresham for all completed work.

IV. COST

- A. The City shall be responsible for all costs for the following work:
1. For 50% of engineering and project administration costs;
  2. For advertising and awarding the Contract;
  3. For administration of the Contract during construction; and

4. For 50% of the construction costs under the awarded Contract up to \$100,000.00. Costs in excess of that amount must be approved by the County and the City.

B. The County shall be responsible for the following work:

1. For 50% of engineering and contract administration costs.
2. For 50% of the construction costs for drainage improvements in the County right-of-way consisting of: storm sewer pipe, catch basins, inlets, manholes, ditches, and associated work to improve existing conveyances and alleviate existing problems. Costs to the County are not to exceed ~~\$50,000.00~~ without prior County approval. *\$70,000.00 Snd*

V. BILLING PROCEDURES AND PAYMENT

- A. The City will initially pay the Contractor for the completed work.
- B. The City shall present accurate cost accounting records of the Contract work performed under this Contract. After the City and the County agree to the quantities, the City will bill the County for the items in Section IV of County responsibilities, and the County will make payment within 60 days of receiving the bill.

VI. AMENDMENT OF AGREEMENT

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

Dated this 21st day of August, 1997.

COUNTY OF MULTNOMAH  
BOARD OF COUNTY COMMISSIONERS

By:

Beverly Stein  
Beverly Stein, Chair

CITY OF GRESHAM  
CITY COUNSEL

By:

Gussie McRobert  
Gussie McRobert, Mayor

By:

Bonnie R. Kraft  
Bonnie R. Kraft, City Manager

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

REVIEWED AS TO FORM:

CITY ATTORNEY

By:

Sandra N. Duffy  
Sandra N. Duffy, Chief Asst. Counsel

Matthew R. Barnes  
City Attorney

City of Gresham, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 8/21/97  
DEB BOGSTAD  
BOARD CLERK

#1

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME CHARLIE HALES

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC VEHICLE REGISTRATION FEE

GIVE TO BOARD CLERK



## **JACK GALLAGHER**

City Councilor

Home: (503) 666-1738

Work: (503) 666-8816

FAX: (503) 666-7296

## **CITY OF GRESHAM**

1333 N.W. Eastman Parkway  
Gresham, Oregon 97030-3813



Printed on recycled paper

#2

## SPEAKER SIGN UP CARDS

DATE 8-21-97

NAME Jack GALLAGHER

ADDRESS \_\_\_\_\_

PHONE 618 2584

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-10

GIVE TO BOARD CLERK

#3

## SPEAKER SIGN UP CARDS

DATE 8-21-97

NAME

Pauline Anderson

ADDRESS

#16 Oregon Yacht Club  
Portland 97202

PHONE

235-4072

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Vehicle Registration Fee

GIVE TO BOARD CLERK



#4

## SPEAKER SIGN UP CARDS

DATE 8/27/97

NAME KAREN FROST MCELEY

ADDRESS BTA

PO BOX 9072 PDV

PHONE 226-0676 97207

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC RESOLUTION: VEHICLE

GIVE TO BOARD CLERK REG.  
FEE

#5

## SPEAKER SIGN UP CARDS

DATE

8/21/97

NAME

George Eighmey

ADDRESS

1524 SE Poplar  
Portland, OR 97214

PHONE

233-2550

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

Resolution 10

GIVE TO BOARD CLERK

#6

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

Lynn Dinger

ADDRESS

8820 NW Springville  
Portland OR 97231

PHONE

289-7728

SPEAKING  
TOPIC

ON AGENDA ITEM NUMBER OR  
Registration Increase  
GIVE TO BOARD CLERK

#7

# SPEAKER SIGN UP CARDS

DATE Aug 21, 1997

NAME

Catherine Solow

ADDRESS

12705 D.G. River Rd.

PHONE

652-6310

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Vehicle Registration fee

GIVE TO BOARD CLERK

#8

# SPEAKER SIGN UP CARDS

DATE

8/21/98

NAME

Bruce Frazier

ADDRESS

2012 SE Hemlock

Portland, OR 97214

PHONE

(865) 238-8665

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

R-10

GIVE TO BOARD CLERK

#9

## SPEAKER SIGN UP CARDS

DATE

Aug 21, 1997

NAME

Charles Becker

ADDRESS

1795 SE Vista Ave  
Gresham Or 97030

PHONE

666-2716

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

R-10

GIVE TO BOARD CLERK

#10

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME David Landstrom

ADDRESS 2034 SE 152<sup>nd</sup> Ave

Portland OR

PHONE 736-3481

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-10 Resolution for Motor Vehicle Reg. Fee

GIVE TO BOARD CLERK

#11

## SPEAKER SIGN UP CARDS

DATE 21 August 97

NAME PADDY TILLET

ADDRESS 320 SW OAK #500

PORTLAND 97204

PHONE 224 - 3860

SPEAKING TOPIC ON AGENDA ITEM NUMBER OR  
VEHICLE REGISTRATION FEE

GIVE TO BOARD CLERK



#12

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

M'LOU CHRIST

ADDRESS

904 SE 13<sup>th</sup>

P'd 97214

PHONE

235-8384

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Z-10

GIVE TO BOARD CLERK

#13

## SPEAKER SIGN UP CARDS

DATE 21 Aug 97

NAME MICHAEL J. GILSDORF

ADDRESS BLDH 313

MURTEL OEM

PHONE 618-2526

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-10

GIVE TO BOARD CLERK

#14

## SPEAKER SIGN UP CARDS

DATE 21 Aug 97

NAME GEORGE HOUSTON

ADDRESS PORTLAND EMERGENCY

MANAGEMENT

PHONE 823-3736

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-10

GIVE TO BOARD CLERK

#15

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME David Lohman

ADDRESS Box 3529

Portland, OR 97208

PHONE 731-7025

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Vehicle Registration Fee

**GIVE TO BOARD CLERK**

#16

# SPEAKER SIGN UP CARDS

DATE Aug 21, 1997

NAME Carmela Alegria

ADDRESS 3750 SE Hennep St  
Portland 97262

PHONE 771-7258

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R 10 Vehicle Reg

GIVE TO BOARD CLERK 100

#17

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME

McKay Rich

ADDRESS

5115 SW 19th 121

Portland, Oregon 97201

PHONE

244-3334

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Vehicle Registration Fee

GIVE TO BOARD CLERK

#18

## SPEAKER SIGN UP CARDS

DATE 8/21/97

NAME Peter F Fry

ADDRESS 2153 SW Main #104

Portland, OR 97205

PHONE (503) 274-2744

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Vehicle Registration

GIVE TO BOARD CLERK

MEETING DATE: AUG 21 1997  
AGENDA NO: R-10  
ESTIMATED START TIME: 10:55 am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Transportation Finance

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: August 21, 1997

AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Environmental Services

DIVISION: Transportation

CONTACT: Susan Lee

TELEPHONE #: 736-6045

BLDG/ROOM #: 425/Yeon Shops

PERSON(S) MAKING PRESENTATION: Larry F. Nicholas, PE

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Submitting to the Voters in a Countywide Election an Ordinance imposing a motor vehicle registration fee for roads and bridges

8/22/97 Certified true copy to Michael Cox - Elections;  
Copies to BCC, County Counsel, Dave Boyce, Dave Warren, Susan Lee, Larry Nicholas & Pamela Alegria, Kathy Twibergs, Daily Journal of Commerce, Oregonian

SIGNATURES REQUIRED:

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

(OR)

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

Larry F. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 PM 12:03  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Susan Lee, Intergovernmental Relations *SL*

**TODAY'S DATE:** August 13, 1997

**REQUESTED PLACEMENT DATE:** August 21, 1997

**RE:** Transportation Finance

**I. Recommendation/Action Requested:**

Request the Board of County Commissioners to approve the attached RESOLUTION:

Submitting to the Voters in a Countywide Election an Ordinance imposing a motor vehicle registration fee for roads and bridges

**II. Background/Analysis:**

The transportation infrastructure, roads and bridges, have been suffering statewide from a lack of funding for both ongoing maintenance and capital improvement projects. In the Portland metropolitan area, growth is placing additional and significant demand on the transportation system. Ongoing maintenance and improvements to this integrated system are necessary to implement local comprehensive plans, to continue economic growth, to alleviate existing transportation problems, and to maintain the livability of the region.

According to State Constitution, all gas taxes must be used for road maintenance and improvements. Multnomah County currently collects a \$.03 per gallon tax on gasoline. The last increase to this tax was in 1981 when the County increased it from \$.01 to the current \$.03 per gallon. The County also receives a share of the State gas tax which has not been increased since 1991. Both of these revenues are shared with the City of Portland through an intergovernmental agreement. These revenues have not kept pace with growth, inflation, and other factors and are no longer adequate to meet maintenance and capital needs of the road and system.

In Multnomah County, in addition to ongoing maintenance needs, the Capital Improvement Plan (CIP) has identified \$111.6 million in priority 1, 2, and 3 transportation projects for the road system consisting of major arterials and anticipated revenues in budget years 1996-2000 of only \$20 million. Cities in Multnomah County are experiencing similar shortfalls in meeting the demand on their local road systems. In the City of Portland, the number of lane miles in poor condition increased from 449 in 1990 to 840 in 1996. The City of Portland has a \$121 million unmet road maintenance need.

Multnomah County also maintains and operates the Willamette River Bridges. These bridges are a critical link in a highly integrated transportation system. The bridges serve multiple objectives; in addition to connecting almost 80% of metro area citizens to the east with its central business district, they access numerous regional facilities, provide direct connections to the interstate system, regional and local networks, and serve alternative modes of travel not available on the interstate bridges. The impact of regional growth upon bridges maintenance is twofold; increased pressure from congestion makes it essential to keep all the bridges in good operating order with a minimum of "down" time, and the additional weight load causes the structures to "wear" more quickly and increase maintenance time and costs. In addition, the maintenance costs have exceeded routine inflation, because the structures are old. These bridges represent a \$700 million value. The CIP identified a 20 year need on the Willamette River Bridges of \$250 million with a known estimated revenue of only \$46 million.

In 1996, the County was prepared to participate in a regional election increasing the vehicle registration fee to pay for much needed transportation improvements. The program was developed through the Joint Policy Advisory Committee on Transportation (JPACT) and would have been placed on the ballot by Metro. At the request of Governor John Kitzhaber, JPACT and Metro agreed to wait for an increase through the 1997 Oregon Legislature.

Needs in other jurisdictions around the state were identified through the Oregon Transportation Initiative orchestrated through the Governors office. The initiative presented a number of recommendations: placing maintenance as a top priority; providing modernization funding; and providing a flexible funding source for special needs transportation. Legislation that embodied these principles was considered by the 1997 Oregon State Legislature and was supported by the Association of Oregon Counties, the League of Oregon Cities, AAA, and various business and labor organizations. At the close of the session, the legislation to provide this much needed funding failed.

On the morning of July 31, 1997, the Board approved Resolution No. 97-152, Supporting the Development of a Regionally Coordinated Transportation Funding Proposal for Consideration by the Voters. The County participated in several meetings to consider a Metro sponsored gas tax and/or vehicle registration fee. On the afternoon of July 31, 1997, the JPACT Finance Sub Committee met to discuss transportation finance. At that meeting, Washington County announced they would proceed with their own County measure, noting that much of their road needs fell outside of the Metro boundary. Metro Presiding Officer Jon Kvistad announced Metro would not place the measure on the ballot unless all counties asked them to do so.

Multnomah County is authorized under ORS 803.445 to increase the vehicle registration fee. According to ORS 801.041, An intergovernmental agreement with Clackamas, Multnomah, and Washington Counties, Metro, Tri-Met, and the City of Portland is necessary to implement the VRF. Metro General Counsel is preparing the IGA for all jurisdictions to sign.

This resolution will refer the ordinance to a Countywide vote, allowing the voters to determine the merit of this proposal in meeting the maintenance and capital needs of the road and bridge system.

### III. Financial Impact:

The resolution will have associated election expenses.

Passage of the measure would raise revenues for roads and bridges. According to the Association of Oregon Counties (AOC) and the Oregon Department of Transportation (ODOT) as of 12/4/96, current Multnomah County vehicle registration was at 564,027. Thus, an increase in the VRF of \$15 annually would generate approximately \$8 million in revenue.

This revenue will be shared with the Cities in Multnomah County; Portland, Gresham, Troutdale, Fairview, Wood Village, and Maywood Park. In Multnomah County, the first priority for this revenue source is the Willamette River Bridges.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

There is likely to be both opposition and support of this measure.

VI. Link to Current County Policies:

Funding for the Multnomah County owned and operated Willamette River Bridges; maintaining the transportation system; and making improvements are recognized priorities for the Transportation and Land Use planning Division.

VII. Citizen Participation:

Several transportation related efforts have significant citizen participation. The Multnomah County Capital Improvement Plan is developed with substantial citizen involvement. The Oregon Transportation Initiative had substantial citizen participation, as did the previously proposed Metro program.

Referral of this matter to the voters allows all voting citizens to participate in this decision through exercising their right to vote.

VIII. Other Government Participation:

Other city and county governments in the region participated in these discussion through JPACT. Washington and Clackamas Counties are considering referral of their own gas and/or VRF increases. The Cities in Multnomah County will be engaged in these discussions through the East Multnomah County Transportation Committee (EMCTC).

## **BOGSTAD Deborah L**

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**From:** COLLIER Tanya D  
**Sent:** Thursday, August 14, 1997 5:19 PM  
**To:** BUSSE Kathy A; NICHOLAS Larry F; #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; LEE Susan E  
**Subject:** important transportation update

This morning at JPACT everyone agreed to go forward with a vehicle registration fee with the exception of Tom Walsh who says he won't sign the IGA required to collect the fee. Needless to say, our regional partners were speechless. We have put our road and bridge needs on hold while we worked on transit issues for the past 4 years.

He has repeated his position to the OREGONIAN. Both Charlie Hales and I are being very upbeat with the press about the hearing on the 21<sup>st</sup> and putting it on the ballot and knowing the voters will judge it on the merits. Unfortunately, I am out of town tomorrow. I have asked Charlie to field press call pertaining to this and he is willing if you'd like to refer folks to him.

I will talk with all of you on Monday for a complete update. Thanks for hanging in there with us on the issue.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide )  
Election an Ordinance establishing a ) RESOLUTION  
County motor vehicle registration fee for ) 97-165  
roads and bridges )

WHEREAS, Multnomah County Board of County Commissioners (Board) finds that current funding is not adequate to make safe, maintain, repair, and operate existing roads and bridges in Multnomah County, including those within cities; and

WHEREAS, a registration fee on motor vehicles constitutes a fair and equitable method for raising revenue devoted to Multnomah County road and bridge needs as it is generally paid by users; now, therefore,

IT IS HEREBY RESOLVED, that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title and Explanatory Statement) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County.
2. Exhibits A (Ballot Title and Explanatory Statement) and B (Ordinance) are adopted and made a part of this Resolution. The Ballot Title, Explanatory Statement and Ordinance shall be printed substantially in the form set forth.
3. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.

4. If this measure is approved by a majority of voters at the November 4, 1997 election, the Ordinance shall go into effect at 12:01 a.m. January 1, 1998.

ADOPTED this 21st day of August, 1997.

BOARD OR COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

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

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Thomas Sponsler  
Thomas Sponsler, County Counsel

## **EXHIBIT A**

### **BALLOT TITLE**

**CAPTION:** MULTNOMAH COUNTY VEHICLE REGISTRATION FEE FOR  
ROADS, WILLAMETTE RIVER BRIDGES

**QUESTION:** Shall Multnomah County establish a vehicle registration fee to repair and  
maintain safe roads and bridges?

**SUMMARY:** This measure establishes Multnomah County motor vehicle registration fee  
not to exceed \$15.00 per year. The fee will not be paid for vehicles  
exempted by state law. Revenue may be used only to make safe, maintain,  
repair, and operate existing roads and bridges in Multnomah County. This  
revenue will be shared with cities in the county for repair and maintenance  
of city streets.

### **EXPLANATORY STATEMENT**

Approval of this measure will address the immediate repair and maintenance needs of the  
road and bridge system in Multnomah County, and the cities of Portland, Gresham,  
Troutdale, Fairview, Wood Village, and Maywood Park. Road and bridge conditions are  
deteriorating as a result of extreme weather, increased use, and age. Revenues from the  
measure will be used to improve the condition and safety of roads and bridges.  
Maintaining the existing system will reduce future repair and construction costs.

Federal, state and local resources are inadequate to maintain existing roads and bridges.  
The state legislature has not increased transportation fees since 1991. Over the next 20  
years, Multnomah County needs an additional \$200 million to keep the Willamette River  
bridges in good, safe, operating condition. Within the City of Portland, the number of  
lane miles in poor condition increased from 449 in 1990 to 840 in 1996. Portland needs  
an additional \$121 million to maintain its road system.

This measure sets a county annual motor vehicle registration fee equal to the current state  
fee (i.e. an additional \$15.00 per year for an automobile, and \$9.00 per year for a  
motorcycle). Under state law some vehicles are exempt from the fee including farm  
vehicles and certain trucks. It is estimated that the fee will raise \$8 million per year.  
Multnomah County will use its portion of this revenue to make safe, repair, maintain, and  
operate the Willamette River bridges. Cities will use their share of this revenue to make  
safe, repair, maintain and operate their existing city street systems.

Failure to take care of the existing system of roads bridges will result in increased need for  
major rehabilitation. The American Public Works Association estimates that every \$1.00  
spent on pavement maintenance saves \$5.00 on major rehabilitation. By maintaining roads  
and bridges today, more costly future repairs can be reduced.

**Here's where to get more information.**

**Public Display**

Catch our information booth at various community events this summer. Watch for us at events in your community.

**Community Presentations**

We're scheduling meetings with neighborhood and community organizations. Would you like to schedule one for your group? Send us a note.

**Bridge Tours**

We are working with local radio stations to give away several free group bridge tours guided by Sharon Wood, author of *The Portland Bridge Book* (Oregon Historical Society Press). Want your name added to the list of possible winners?

Fill this form out, and return to:

Multnomah County Bridge Project

1620 SE 190th Ave.

Portland, Oregon 97223

fax 248-3321

e-mail [pubinf.mcbridges@co.multnomah.or.us](mailto:pubinf.mcbridges@co.multnomah.or.us)

Visit us on the web at our web site:

<http://www.multnomah.lib.or.us/trans/index.html>



YOUR NAME: .....

ADDRESS: .....

BUSINESS OR GROUP: .....

PHONE: .....

# Thoughts To Ponder...

## SELLWOOD

**Let 'em commute to Oregon City?**

If we're forced to close the Sellwood bridge and can't replace it, do we just tell folks to try the next upriver span in Oregon City?

Do we just live with the frustration of congestion and patch it up the best we can?

Do we replace it?

Do you know anyone with \$63 million who wants to have a bridge named after them?

## HAWTHORNE

**Who should get the right-of-way: tugs, trucks or transit?**

The bridge goes up hundreds of times each month. With so many commuting interruptions, wouldn't it be better to close the Hawthorne to autos and exclusively dedicate it to pedestrians, mountain bikes and licensed Golden Retrievers?

We know everybody wants to go shopping in the Hawthorne District, but should this be our primary transit bridge? Shouldn't we put more of our southeast-bound buses on other bridges, such as St. Johns, or in a tunnel under the river?

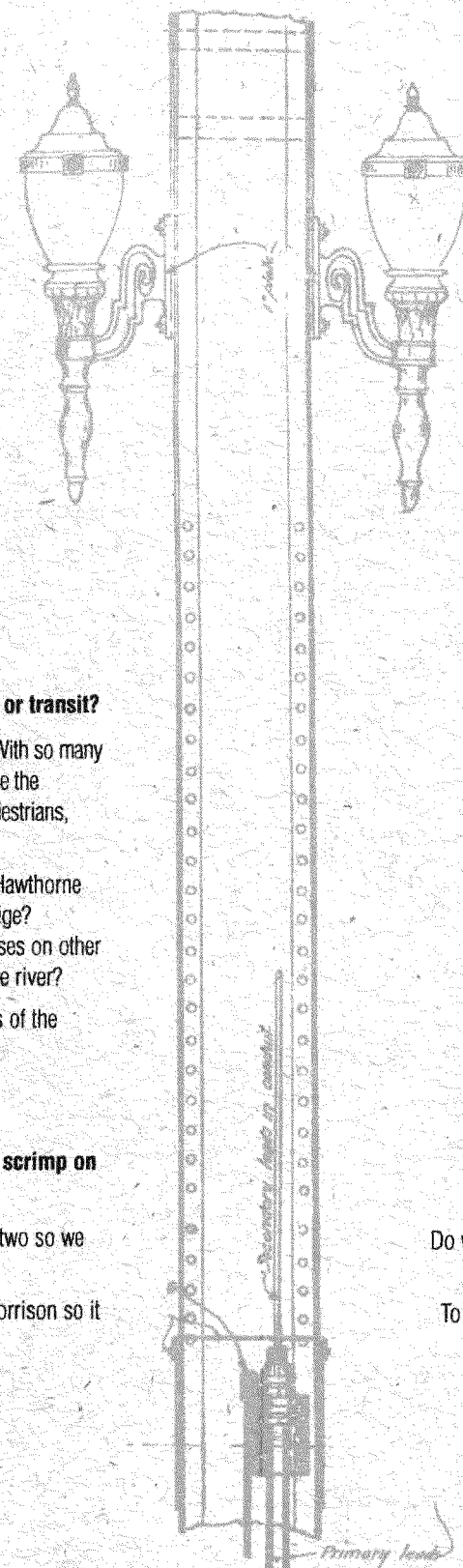
Do we just live with the frustrating ups and downs of the historic Hawthorne?

## MORRISON

**It's our youngest bridge, so we probably can scrimp on maintenance, right?**

Do we scrimp on maintenance another decade or two so we can maintain the older bridges?

How about moving the freeways away from the Morrison so it won't get so much traffic?



ARCHITECTURAL DRAWING OF A BROADWAY BRIDGE LIGHT FIXTURE

## BURNSIDE

**Must we toss a "lifeline" to our lifeline bridge during times of disaster?**

Do we just plan on not using the Burnside during the annual flood season?

Do we mandate that our emergencies occur only during the low-water months?

Do we pass an ordinance restricting the size of earthquakes to no more than 2.2 on the Richter scale?

## BROADWAY

**Replace it or ban grain ships and cruise boats from passing under it?**

Do we ban the big ships from Portland harbor?

Tell the grain ships to go to New Orleans?

Do we ask 20,000 volunteers, with one long rope, to stand by during Rose Festival?

Do we make an investment in this fixer-upper?

Or do we just get by as best we can and think positive?

Do we become "Zen" about it and learn to love 20-minute bridge openings?

## SAUVIE ISLAND

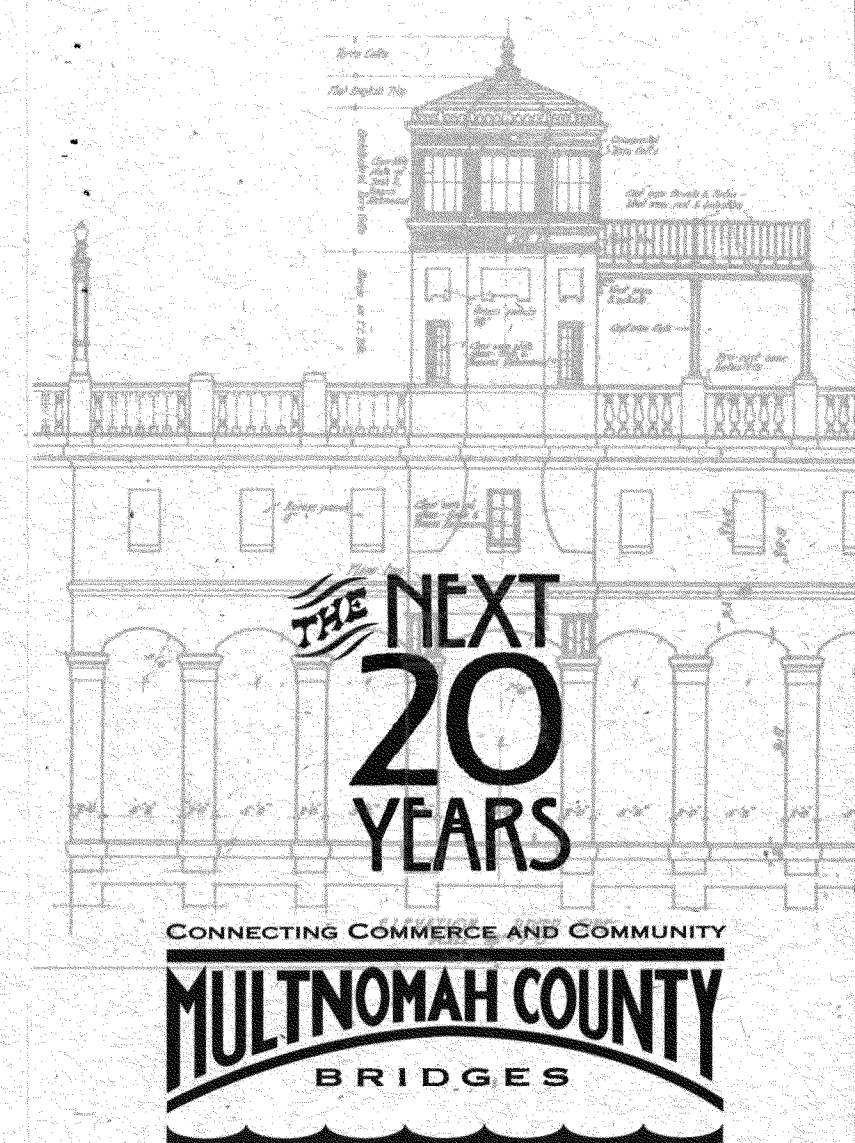
**Is one span enough, two too many?**

To reduce traffic, do we ban the sale of pumpkins in Multnomah County?

Do we impose even/odd days for island visitors, much like we rationed gasoline in the 1970s?

To reduce traffic, how about banning nude bathing beaches in Multnomah and Columbia counties?

Or, should we ask Tri-Met to provide water taxi service?



## Stretching to Meet the Region's Growing Needs

You may not realize it, but Multnomah County is recognized nationally for our collection of distinct and diverse bridge types. This distinction poses some unique and difficult challenges to our fast-growing region.

Are our bridges up to the challenge?

All are in need of major upgrades and longterm repairs. Two probably should be replaced. We can't readily identify revenues to pay for all the major repair projects needed during the next 20 years.

How do we keep commerce and communities connected?

How do we assure public safety?

How do we make the best investment for the community?

What do we do?

# Aren't these preposterous questions?

**Perhaps. But by now you have the idea we're facing some challenges.** The estimated cost of the County's capital improvement plan for the next 20 years is \$250 million for needed major electrical, mechanical and structural repairs and some seismic upgrades. (Additional seismic strengthening is likely after the 20-year time frame.) At best we've identified only \$46 million in available funds for the next 20 years.

We are working with Metro and our regional partners, the State of Oregon and the U.S. Department of Transportation to come up with a solution.

Perhaps you have some thoughts, too. **Tell us.**



# MULTNOMAH COUNTY BRIDGES

## THE BROADWAY

**(1913)** Everyone loves it when big ships pull up along Portland's busy waterfront. We're the nation's biggest grain port. Luxury love boats love the city. Even the Navy crowds in once a year.

Everyone loves it, except maybe the Broadway Bridge. At more than 80 years of age, Broadway is our most complicated and cranky bridge. There are only three of these bridge types—double-leaf-Rail bascule lift spans—operating in the nation. There are times when the bridge operators worry that some day the draw bridge won't draw anymore, blocking river traffic.

Motorists wait longer on the Broadway, sometimes 20 minutes, to let ships pass. Despite this, we depend on this crossing. At least 33,000 vehicles cross it each day, climbing to 41,000 by 2015. Traffic growth is expected because Broadway links the city's entertainment complex on the eastside (Rose Garden and Convention Center) with the emerging River District and other westside locations.

Next to the Hawthorne, the Broadway is the most in need of attention to assure public safety. New guardrails are being added and the lift sidewalks will be replaced. Later on, more sidewalk rehabilitation and other work will be required.

And, the lift-span drive mechanism will need replacing before too long. Remember those grain ships and the Rose Fleet? Estimated cost over 20 years to keep it working for us is more than \$40 million.

### What To Do?

DETAIL OF A BEARING WHEEL FOR THE BROADWAY BRIDGE

## THE SELLWOOD

**(1926)** Sellwood is the thin, scrappy one, muscles stretched and knees bruised. Although its shoulders are narrower than the other bridges, Sellwood somehow keeps up under great strain. It's Oregon's busiest two-lane bridge.

More than 32,000 commuters use it daily and will grow to nearly 40,000 in 20 years. It has been overworked and was structurally weakened by a 1950s landslide.

Sellwood is the only bridge for a 10-mile stretch of the Willamette River and is inadequate to meet the needs of the growing Southeast Portland, Clackamas County and Washington County residents.

Built in 1925 for \$541,000, today's replacement cost is estimated at \$63 million.

### What To Do?

By state law, Multnomah County must maintain six Willamette River bridges: Sellwood (1925), Hawthorne (1910), Morrison (1958), Burnside (1926), Broadway (1913) and the increasingly traveled Sauvie Island Bridge (1950). The state is responsible for the Ross Island, Marquam, Fremont and St. Johns bridges. The Steel Bridge is privately owned by the Union Pacific Railroad.

## THE MORRISON

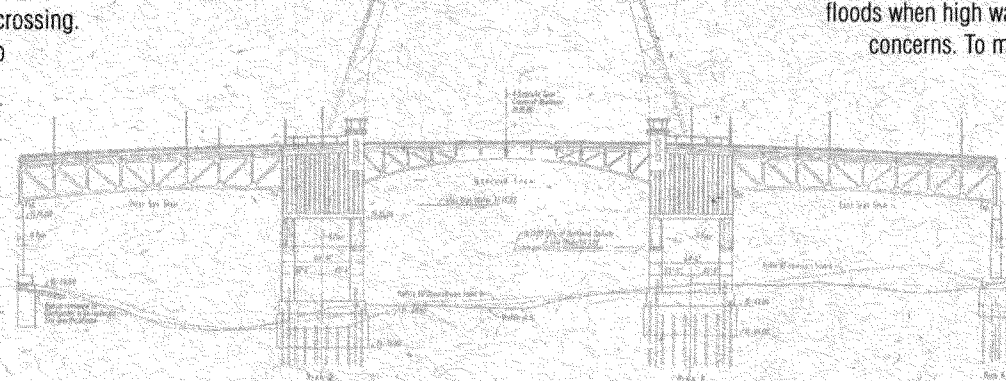
**(1958)** Morrison is the heavy lifter. Situated at the intersection of two Interstate freeways, the Morrison Bridge carries 50,000 vehicles daily. It's expected there will be 30 percent more traffic by 2015.

Morrison always has been a key crossing. Strategically located as gateway to Downtown Portland, two other Morrison bridges—built in 1887 and 1905—preceded the current six-lane span.

So, it's a good thing the Morrison Bridge is the largest mechanical structure in the state. Under the deck and out of sight, some pretty big gears and weights lift a lot of concrete when the draw span opens.

Looking at the list of maintenance chores for the next 20 years, some fixes loom. We've got to keep the lift span working efficiently and gear reduction replacement will be needed. So, too, is a new emergency drive system for the draw span. Getting power to the right places is a must, so new cables for electrical controls are on the list. And to assure public safety, eventually we'll have to renovate the eastside deck.

### What To Do?



ARCHITECTURAL RENDERING OF THE MORRISON BRIDGE

## THE HAWTHORNE

**(1910)** The Hawthorne is our most energetic bridge. Its lift span rises an average of 200 times a month—300 times a month during the summer. With only 53 feet of vertical clearance between low water and the deck, Hawthorne is one of the lowest Willamette crossings.

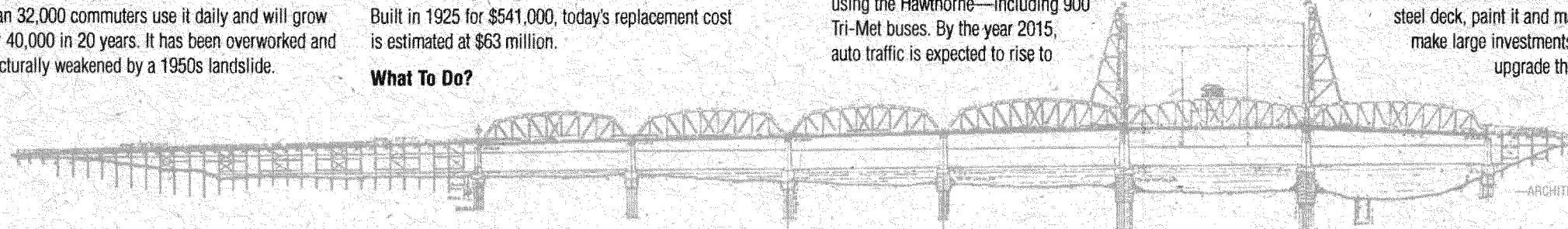
This puts a few unexpected stops in the travels of the 33,000 motorists a day using the Hawthorne—including 900 Tri-Met buses. By the year 2015, auto traffic is expected to rise to

40,000 daily trips. (Sorry, tugs and other river traffic have priority, although mariners are restricted from rush hour use of the bridges.)

The Hawthorne is our nation's oldest operating highway lift bridge. It's a beloved structure that many citizens consider the heart and soul of our bridge system.

What does the future hold for the Hawthorne Bridge? After we replace the steel deck, paint it and make other fixes next year, we must continue to make large investments to keep the bridge functional. We need to upgrade the Hawthorne to meet earthquake standards and the ramps need new asphalt overlays.

### What To Do?



ARCHITECTURAL DRAWING OF THE HAWTHORNE BRIDGE

## THE BURNSIDE

**(1926)** Burnside is our "go to" guy. More than 41,000 motorists cross Burnside Bridge daily. So do 1,000 pedestrians and bicyclists. A 25 percent traffic increase is expected by 2015.

Not only do we count on Burnside to do its job daily, we turn to it in time of emergencies. Burnside Street and bridge are designated as Portland's Emergency Transportation Route and Lifeline Corridor to carry emergency equipment and supplies.

Will Burnside always be there when we need it most? It wasn't during the February 1996 floods when high water caused power-supply concerns. To make sure river traffic

could get by if the power failed, the draw spans were locked in the up position, closing the bridge to vehicles and pedestrians.

Burnside challenges us with other uncommon upkeep demands.

While most draw bridges have a light-weight steel deck, Burnside has an all-concrete draw section. And its massive piers are supported on timber pilings. These are concerns during an earthquake.

In addition, there are long-term safety repairs coming due, such as replacing the concrete deck and new overlays for the approaches. During the next 20 years we must invest \$44 million to keep the Burnside Bridge functional.

### What To Do?

DETAIL OF A MAIN RIVER PIER OF THE BURNSIDE BRIDGE

## THE SAUVIE ISLAND

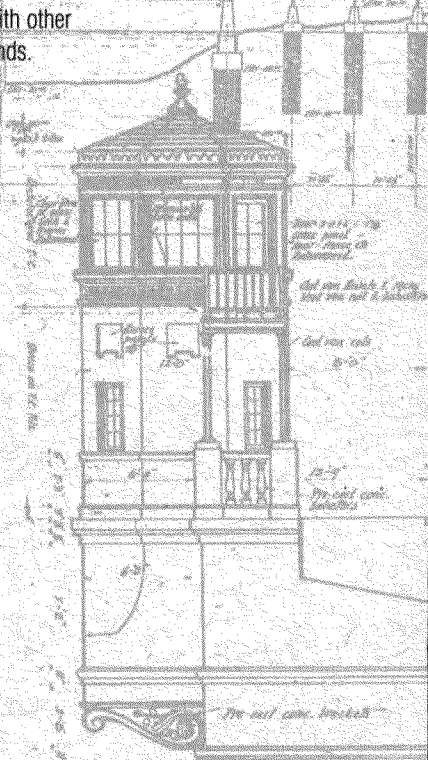
**(1950)** The only bridge to and from Sauvie Island, this two-lane structure is so congested a new southwestern on-ramp recently was constructed.

More than 1.5 million visitors, many of them driving commercial vehicles, crossed over to the island last summer. This pastoral island of bountiful harvest, sandy beaches and wildlife habitat is a popular and busy place.

Delays are frequent. If a traffic congestion formula could be devised to calculate minutes idled in a car per square foot of pumpkin patch, then you'd be able to quantify the frustration level of Sauvie Island motorists and bike riders.

In the next few years the concrete deck will need an overlay if we are to keep the bridge safe. Engineers say a replacement bridge or second island crossing is necessary. That alone is a \$15 million proposition.

### What To Do?



**RESOLUTION 35639**

**Encourage Multnomah County to submit a ballot measure to the voters establishing a County vehicle registration fee (Resolution)**

**WHEREAS,** the condition of the transportation system in the City of Portland and Multnomah County is declining. Within the City of Portland over the last 6 years the number of lane miles in poor condition has almost doubled - from 449 lane miles to 840 lane miles; over the last 10 years the percent of bridges in fair or better condition has declined from 86 percent to 63 percent and signals in fair or better condition has declined from 89 percent to 79 percent; and

**WHEREAS,** existing transportation revenues are insufficient to address the growing problem of maintaining the system. The total unmet maintenance need for Portland's transportation system is \$121 million; the County's need for rehabilitation of the Willamette River bridges is approximately \$200 million over the next 20 years; and

**WHEREAS,** the Oregon Legislature has not increased transportation funding since 1991; and

**WHEREAS,** urban counties have unique transportation needs and must take responsibility for funding those needs; and

**WHEREAS,** vehicle registration fees in Oregon, \$15 per year for an automobile and \$9 per year for a motorcycle, are among the lowest in the nation; and

**WHEREAS,** this measure will provide immediate revenue to maintain and repair deteriorating roads and bridges; 50% of the revenue from a County vehicle registration fee would be shared with cities within the County based on population; and

**THEREFORE NOW BE IT RESOLVED,** that the City of Portland encourages Multnomah County to submit to the voters a County ballot measure establishing a local vehicle registration equal to the State registration fee.

**Adopted by the Council, AUG 20 1997**

Commissioner Hales  
August 14, 1997  
Elsa Coleman/Elsa Coleman

**BARBARA CLARK**  
Auditor of the City of Portland  
By:  Deputy

TESTIMONY IN SUPPORT TO INCREASE  
THE VEHICLE REGISTRATION FEE

American Medical Response - Oregon Division  
August 20, 1997

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Madam Chair, members of the Commission, I am David Landstrom, Manager of Community Education and a Paramedic for American Medical Response - Oregon Division. For the record, our business is located at One SE Second Avenue in Portland. I reside at 2034 SE 152nd Avenue, also in Portland.

I am here today, representing American Medical Response, to testify in support of an increase in the vehicle registration fee.

American Medical Response is the largest provider of emergency and non-emergency medical transportation in the Northwest. As you know, we are the contract provider with Multnomah County to provide emergency medical response to all 9-1-1 medical calls. We hold similar contracts in Clackamas and Josephine counties in Oregon and Clark County in Washington state. AMR also has operations in Cowlitz, Lewis and Thurston counties in Washington.

In 1996 our vehicles traveled over 849,103 miles in Multnomah County.



Most of those miles are for emergency response. Under those conditions, we travel at a speed which allows us to reach a patient within 8 minutes from the time the call comes in to our dispatch center. We are required under our contract with Multnomah County to reach a patient in 8 minutes "90 percent of the time." Failure to do so results in stiff financial penalties to the company.

Good roads are essential to the operations of American Medical Response. In addition to reaching patients as quickly and safely as possible, good roads will enable a relatively smooth ride for our patients, a key factor in quality patient care. In addition, vehicle maintenance in areas such as suspension components and tires could no doubt be extended with improved roads.

AMR has a fleet of 26 vehicles for Multnomah County. During "peak times" (daytime) we have 19 units posted through out the County, with the remaining on reserve to meet incidents of high demand.

In summary, American Medical Response, currently pays the vehicle registration fee for its fleet in Multnomah County and is willing to see that fee increase in exchange for safer roads.

I'd be happy to answer any questions.

		
<b>AMERICAN MEDICAL RESPONSE NORTHWEST</b>		ACCREDITED 1993 - 1998
<b>DAVID LANDSTROM</b> Community Education Manager		
One S.E. Second Avenue P.O. Box 15339 Portland, Oregon 97293-5339		503.736.3481 Fax: 503.736.3497

# **TESTIMONY OF STATE REPRESENTATIVE GEORGE EIGHMEY, OREGON HOUSE DISTRICT 14, IN SUPPORT OF MCC RESOLUTION 10**

**August 21, 1997**

**Contact: Todd Olson, 231-9970**

Thank you Chair Stein and commission members for providing me with the opportunity to testify in support of Resolution 10. For the record my name is George Eighmey, State Representative, House District 14.

I would like to briefly address why the statewide transportation package failed in the Oregon Senate, why it is unlikely we will have a special session to reconsider it and why it is important for local governments to proceed now to improve and maintain our roads and bridges.

The legislature did not pass the transportation revenue package this session despite it having received the support of the majority of my colleagues in the house on two separate votes. It failed in the senate both times because of the unfortunate political games played by the senate leadership. Senate Majority Leader Gene Derfler killed the transportation package because he was unable to pass his charter school bill. He pitted his pet bill against the transportation bill. The charter school bill had very little support, but he was willing to defeat a package which had statewide support and would have funded desperately needed repairs and maintenance for Oregon's roads and bridges.

With the hope that the political games of one senator would end after the session, Governor Kitzhaber announced that he would be willing to call a special session to deal with the state's transportation needs. His call was contingent upon the senate leadership agreeing we need to address the problem of our deteriorating roads and bridges. Unfortunately, the likelihood of such a session being called and being successful is very low, primarily due to the staunch opposition of Senators Derfler and Adams. Senate President Brady Adams has made it clear he will not support Governor Kitzhaber's efforts to protect and maintain roads and bridges in our state.

Senate leadership defeated the transportation funding package during the session and has publicly stated they are unwilling to take the steps necessary to repair Oregon's decaying infrastructure by supporting a special session. Therefore, local governments must take action now to save Oregon's infrastructure. It is unfortunate that a few spiteful senators make this resolution necessary, but unlike them, you recognize the need to preserve Oregon's roads and bridges and you're doing something about it.

This resolution has my full support and I will encourage the voters of my district to support it as well.  
Thank you.

## **EXHIBIT A**

### **BALLOT TITLE**

**CAPTION:** MULTNOMAH COUNTY VEHICLE REGISTRATION FEE FOR  
ROADS, WILLAMETTE RIVER BRIDGES

**QUESTION:** Shall Multnomah County establish a vehicle registration fee to repair and maintain safe roads and bridges?

**SUMMARY:** This measure establishes a Multnomah County motor vehicle registration fee not to exceed \$15.00 per year. The fee will not be paid for vehicles exempted by state law. Revenue may be used only to make safe, maintain, repair, and operate existing roads and bridges in Multnomah County. This revenue will be shared with cities in the county for repair and maintenance of city streets.

### **EXPLANATORY STATEMENT**

Approval of this measure will address the immediate repair and maintenance needs of the road and bridge system in Multnomah County, and the cities of Portland, Gresham, Troutdale, Fairview, Wood Village, and Maywood Park. Road and bridge conditions are deteriorating as a result of extreme weather, increased use, and age. Revenues from the measure will be used to improve the condition and safety of roads and bridges. Maintaining the existing system will reduce future repair and construction costs.

Federal, state and local resources are inadequate to maintain existing roads and bridges. The state legislature has not voted to increase transportation fees since 1991.

Multnomah County's Willamette River Bridges carry over 160,000 vehicles per day. Most of these bridges were built 70 to 90 years ago. Time and intense use have taken their toll on the bridges. There is a critical need to make structural repairs, update and replace electrical and mechanical operating systems. The oldest bridges were not designed in accordance with today's earthquake standards. Consequently, they require seismic upgrades to ensure the public safety. Over the next 20 years, Multnomah County will need over \$200 million to make these necessary repairs and seismic improvements to preserve and extend the life of the bridges and make them safe. This measure will raise a portion of the money needed for these important improvements. #1

Within the City of Portland, the number of lane miles in poor condition increased from 449 in 1990 to 840 in 1996. Portland needs an additional \$121 million to maintain its road system. To preserve existing streets and keep pace with rapid growth, the City of Gresham needs at least \$10 million over the next 20 years to maintain its street system. #2



This measure sets a county annual motor vehicle registration fee equal to the current state fee (i.e. an additional \$15.00 per year for an automobile, and \$9.00 per year for a motorcycle). Under state law some vehicles are exempt from the fee including farm vehicles and certain trucks. It is estimated that the fee will raise \$8 million per year. Multnomah County will use its portion of this revenue to make safe, repair, maintain, and operate the Willamette River bridges. Cities will use their share of this revenue to make safe, repair, maintain and operate their existing city street systems.

Failure to take care of the existing system of roads bridges will result in increased need for major rehabilitation. The American Public Works Association estimates that every \$1.00 spent on pavement maintenance saves \$5.00 on major rehabilitation. By maintaining roads and bridges today, more costly future repairs can be reduced.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a )	
Countywide Election an Ordinance )	RESOLUTION
Establishing a County Motor Vehicle )	97-165
Registration Fee for Roads and )	
Bridges )	

WHEREAS, Multnomah County Board of County Commissioners (Board) finds that current funding is not adequate to make safe, maintain, repair, and operate existing roads and bridges in Multnomah County, including those within cities; and

WHEREAS, a registration fee on motor vehicles constitutes a fair and equitable method for raising revenue devoted to Multnomah County road and bridge needs as it is generally paid by users; now, therefore,

IT IS HEREBY RESOLVED, that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title and Explanatory Statement) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County.
2. Exhibits A (Ballot Title and Explanatory Statement) and B (Ordinance) are adopted and made a part of this Resolution. The Ballot Title, Explanatory Statement and Ordinance shall be printed substantially in the form set forth.
3. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.

4. If this measure is approved by a majority of voters at the November 4, 1997 election, the Ordinance shall go into effect at 12:01 a.m. January 1, 1998.

ADOPTED this 21st day of August, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By



Thomas Sponsler, County Counsel



## **EXHIBIT A**

### **BALLOT TITLE**

#### **CAPTION:**

**MEASURE 26-59**

Multnomah County Vehicle Registration Fee for Roads, Willamette River Bridges

#### **QUESTION:**

Shall Multnomah County establish a vehicle registration fee to repair and maintain safe roads and bridges?

#### **SUMMARY:**

This measure establishes a Multnomah County motor vehicle registration fee not to exceed \$15.00 per year. The fee will not be paid for vehicles exempted by state law. Revenue may be used only to make safe, maintain, repair, and operate existing roads and bridges in Multnomah County. This revenue will be shared with cities in the county for repair and maintenance of city streets.

#### **EXPLANATORY STATEMENT:**

Approval of this measure will address the immediate repair and maintenance needs of the road and bridge system in Multnomah County, and the cities of Portland, Gresham, Troutdale, Fairview, Wood Village, and Maywood Park. Road and bridge conditions are deteriorating as a result of extreme weather, increased use, and age. Revenues from the measure will be used to improve the condition and safety of roads and bridges. Maintaining the existing system will reduce future repair and construction costs.

Federal, state and local resources are inadequate to maintain existing roads and bridges. The state legislature has not voted to increase transportation fees since 1991.

Multnomah County's Willamette River Bridges carry over 160,000 vehicles per day. Most of these bridges were built 70 to 90 years ago. Time and intense use have taken their toll on the bridges. There is a critical need to make structural

repairs, update and replace electrical and mechanical operating systems. The oldest bridges were not designed in accordance with today's earthquake standards. Consequently, they require seismic upgrades to ensure the public safety. Over the next 20 years, Multnomah County will need over \$200 million to make these necessary repairs and seismic improvements to preserve and extend the life of the bridges and make them safe. This measure will raise a portion of the money needed for these important improvements.

Within the City of Portland, the number of lane miles in poor condition increased from 449 in 1990 to 840 in 1996. Portland needs an additional \$121 million to maintain its road system. To preserve existing streets and keep pace with rapid growth, the City of Gresham needs at least \$10 million over the next 20 years to maintain its street system.

This measure sets a county annual motor vehicle registration fee equal to the current state fee (i.e. an additional \$15.00 per year for an automobile, and \$9.00 per year for a motorcycle). Under state law some vehicles are exempt from the fee including farm vehicles and certain trucks. It is estimated that the fee will raise \$8 million per year. Multnomah County will use its portion of this revenue to make safe, repair, maintain, and operate the Willamette River bridges. Cities will use their share of this revenue to make safe, repair, maintain and operate their existing city street systems.

Failure to take care of the existing system of roads bridges will result in increased need for major rehabilitation. The American Public Works Association estimates that every \$1.00 spent on pavement maintenance saves \$5.00 on major rehabilitation. By maintaining roads and bridges today, more costly future repairs can be reduced.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. \_\_\_\_\_

An Ordinance adopting a County motor vehicle registration fee in addition to the State fee which will be administered by the State Department of Transportation.

Multnomah County ordains as follows:

Section 1. Title

This ordinance shall be known as the Multnomah County motor vehicle registration fee ordinance and may be so pled.

Section 2. Purpose

This ordinance is to implement the authority provided by ORS 801.040(6) to impose a vehicle registration fee. Except as expressly provided for herein, it shall be construed and implemented in a manner consistent with the state statutes and, to the extent reasonably practicable, the administrative procedures of the Department of Transportation registration relating to the state vehicle fee.

Section 3. Definitions

In the event that any term used herein is not expressly defined, it shall be defined consistent with the definitions set forth in the Oregon Revised Statutes or Administrative Rules relating to vehicles and the state vehicle registration fee.

A. "Board" means the Board of County Commissioners of Multnomah County, Oregon.

B. "Commercial bus" means every motor vehicle designed or used for carrying

1 passengers and their personal baggage and express for compensation, except:

2 1) Taxicabs that:

3 a) Are passenger vehicles with a passenger seating capacity that  
4 does not exceed five;

5 b) Carry passengers for hire where destination and route traveled  
6 may be controlled by a passenger and the fare is calculated on the basis of any  
7 combination of an initial fee, distance traveled, or waiting time;

8 c) Are operated under a current license or permit issued by a city,  
9 county or other unit of local government where a permit or license is required for the  
10 operation of a taxicab; and

11 d) Transport persons or property, or both, between points in Oregon.

12 2) Vehicles commonly known and used as private passenger vehicles and  
13 not operated for compensation except in the transportation of students to or from  
14 school.  
15

16 C. "County" means Multnomah County, Oregon.

17 D. "Date of Collection" is the date specified by the intergovernmental  
18 agreement with the Department as provides in ORS 801.041.

19 E. "Department" means the State Department of Transportation or its  
20 successor.  
21

22 F. "District" means a mass transit district or transportation district of over  
23 400,000 persons established under ORS Chapter 276 and a metropolitan service  
24 district of over 400,000 persons established under ORS Chapter 268.

25 G. "Moped" means a vehicle, including any bicycle equipped with a power  
26

1 source, that complies with all of the following:

2 1) it is designed to be operated on the ground upon wheels.

3 2) It has a seat or saddle for use of the rider.

4 3) It is designed to travel with not more than three (3) wheels in  
5 contact with the ground.

6 4) It is equipped with an independent power source that:

7 a) Is capable of propelling the vehicle, unassisted at a speed  
8 of not more than 30 miles per hour on a level road surface; and  
9

10 b) If the power source is a combustion engine, has a piston or  
11 rotor displacement of 3.05 cubic inches or less or 50 cubic centimeters or less  
12 regardless of the number of chambers in the power source.

13 5) It is equipped with a power drive system that functions directly or  
14 automatically only and does not require clutching or shifting by the operator after the  
15 system is engaged.  
16

17 H. "Motorcycle" means any self-propelled vehicle other than a moped or  
18 farm tractor that:

19 1) Has a seat or saddle for use of the rider;

20 2) Is designed to be operated on the ground upon wheels; and

21 3) Is designed to travel with not more than three (3) wheels in contact  
22 with the ground.  
23

24 I. "Registration" or "register" means, when used in reference to vehicles,  
25 the recording of a vehicle by the State of Oregon as authorized for use within a  
26

1 jurisdiction and includes any documentation, or devices issued as evidence of that  
2 authorization.

3 J. "Vehicle" means any device in, upon or by which any person or property  
4 is or may be transported or drawn upon a public highway and includes vehicles that  
5 are propelled or powered by any means.

6 Section 4. Imposition

7  
8 A. Subject to the exceptions set forth in paragraph B, there hereby is  
9 imposed a vehicle registration fee on all vehicles registered at a residence or business  
10 in Multnomah County.

11 B. The following classes of vehicles are exempt, and no County registration  
12 fee shall be imposed on the following:

13 1) Any class of vehicle exempted from payment of the state vehicle  
14 registration fee by state statute, administrative rule or other exemption granted by the  
15 State as permitted by law;

16  
17 2) Any class of vehicle exempted from County registration fee by  
18 ORS 801.041(3) or which the County otherwise is prohibited by law from charging a  
19 registration fee, including but not limited to trucks and farm vehicles;

20 3) Vehicles exempt due to the disabled veteran, former prisoner of  
21 war or active national guard status of the registrant as provided in ORS Chapter 805.

22 Section 5. Amount

23  
24 A. After the Board enters a Resolution and Order specifying the date of  
25 imposition as provided in Paragraph 7, the following additional amounts shall be due  
26 and payable to the County when the state vehicle registration fees are due and

1 payable in conjunction with issuance of a state vehicle registration or renewal;

2 1) Vehicles not otherwise provided for in this section: \$30.00;

3 2) Mopeds and motorcycles: \$9.00

4 3) Motor vehicles of 8,000 pounds or less required to establish a  
5 registration weight under ORS 803.430 or 826.013; \$15.00.

6 4) Commercial buses of 8,000 pounds or less based on the weight  
7 submitted in the declaration of weight prepared under ORS 803.435 or 826.015:  
8 \$15.00;

9 5) Non-exempt trailers registered under permanent registration:  
10 \$10.00;

11 6) Trailers for hire that are equipped with pneumatic tires made of an  
12 elastic material and that are not travel trailers, manufactured structures or trailers  
13 registered under permanent registration: \$15.00;

14 7) Special use trailers 6 (six) feet or more in length measured as  
15 provided by ORS 803.425: \$30.00.

16  
17  
18 B. The maximum amount imposed by the County in combination with any  
19 registration fee imposed by a district shall not exceed the amount set forth in  
20 paragraph A. In the event a district imposes a registration fee, the Board of  
21 Commissioners shall by intergovernmental agreement, allow for, and establish a  
22 method of determining the amount of credits with respect to one or more of such fees  
23 so that the owner of any vehicle subject to multiple local fees shall not be required to  
24 pay an amount in excess of the fees set forth in paragraph A above.  
25  
26

1 C. The fee shall be for the entire registration period but may be prorated or  
2 adjusted to conform to the permanent, annual, biennial, quarterly or fleet registration or  
3 payment periods provided by state law or the Department in the administration of the  
4 state motor vehicle fees, including a maximum of a 30-month period and if the vehicle  
5 is changed from one type of registration to another. The amount due and payable may  
6 be rounded down to the nearest whole dollar amount if so specified by  
7  
8 intergovernmental agreement with the Department.

9 Section 6. Use of Proceeds

10 A. The proceeds of this fee shall be expended for any purpose consistent  
11 with Article IX, Section 3a of the Oregon Constitution including but not limited to the  
12 construction, reconstruction, improvement, repair, maintenance, operation and use of  
13 bridges owned and operated by Multnomah County together with the costs of  
14 collection, administration and enforcement of this Ordinance. No proceeds shall be  
15 expended for parks or recreation areas or for any purpose not permitted by state law.  
16

17 B. At least forty percent (40%) of the net proceeds from this fee received by  
18 the County from the State shall be paid to cities within the County unless a different  
19 distribution is agreed to between the County and the cities within the jurisdiction of the  
20 County.

21 C. The County may establish such funds or accounts as are reasonably  
22 necessary to implement and enforce the terms of this Ordinance.  
23

24 Section 7. Date of Imposition

25 The vehicle registration fee shall be imposed on the date specified by  
26 Resolution and Order of the Board which date shall not be earlier than the date of filing



1 of this Ordinance with the Department of Transportation and the date of collection  
2 specified in such intergovernmental agreements as are required by state law.

3 Section 8. Collection

4 The tax imposed hereby shall be collected by the Department in conjunction  
5 with the collection of the State vehicle registration fee. After deduction of expenses of  
6 collection, transfer and administration, the Department shall pay the net amount to the  
7 County on at least a monthly basis unless otherwise provided by intergovernmental  
8 agreement.  
9

10 Section 9. Statutory and Administrative Rules References

11 A. Unless expressly provided otherwise, all statutory references are to the  
12 1995 Edition of the Oregon Revised Statutes as amended by 1997 Oregon chapter  
13 laws in effect on the effective date of this enactment as set out in Paragraph 7 above.  
14 All references to Oregon Administrative Rules are to be the rules in effect on the  
15 effective date of this enactment.  
16

17 B. Notwithstanding any other provision of this ordinance, any subsequent  
18 amendment or addition to the Oregon Revised Statutes or Administrative Rules that  
19 has the effect of granting an exemption to State or County registration fees or reduces  
20 the maximum fee permitted below the amount set forth in Section 5A, or which  
21 otherwise preempts by action of law any provision herein shall automatically and  
22 without further action of the Board be deemed to govern and any conflicting provision  
23 of this Ordinance shall not apply. Nothing herein shall permit the fee to be increased  
24 or a new fee imposed without a vote of the electors of Multnomah County.  
25  
26

1 Section 10. Intergovernmental Agreements and Administrative Procedures

2 The Board may enter into such intergovernmental agreements and may adopt  
3 such administrative procedures as are required by law or reasonably necessary to  
4 effectuate this ordinance and conform to or implement state law and the administration  
5 of the vehicle fee by the Department. This may include, but is not limited to providing  
6 for classification of vehicles by the Department in the event of uncertainty provided no  
7 new or increased fee is imposed.  
8

9 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1997, pursuant to voter approval  
10 at an election held on November 4, 1997.

11 BOARD OF COUNTY COMMISSIONERS  
12 MULTNOMAH COUNTY, OREGON  
13

14 (SEAL)

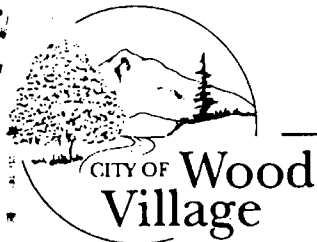
15 By \_\_\_\_\_  
16 Beverly Stein, Chair  
17  
18

19 REVIEWED:

20 THOMAS SPONSLER, COUNTY COUNSEL  
21 for MULTNOMAH COUNTY, OREGON

22 By Thomas Spensler  
23  
24  
25  
26

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Mayor

Donald L. Robertson

Council President

Timothy R. Fier

Councilors

Janet Van de Riët

Karen A. Hunt

Peggy Jo Minter

**RECEIVED**

**SEP 22 1997**

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

September 10, 1997

Honorable Beverly Stein, Chair  
Multnomah County Commission  
1120 SW 5th Avenue, Room 1515  
Portland, OR 97204

Dear Chair Stein:

The Wood Village City Council, at its September 10th meeting, voted to endorse the Multnomah County proposal to increase the annual County Vehicle Registration Fee (VFR) by \$15 to pay for maintenance and repair of Multnomah County bridges and streets.

The maintenance and repair of our roads and bridges are of utmost concern to all of us in the metropolitan area. Additional revenue is needed to keep pace with our rapid growth. Prompt and adequate maintenance is the best investment we can make in our roads and bridges.

Any VRF increase should be shared with the cities. Wood Village recommends that the shared revenues be made on a population basis to Multnomah County cities.

Please call me if you have any questions.

Sincerely,

Donald L. Robertson  
Mayor

DR:jb

MEETING DATE: August 21, 1997  
AGENDA #: R-11  
ESTIMATED START TIME: 11:15am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Resolution Submitting to the Voters an Ordinance Amending Animal Control Fees

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, August 21, 1997  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DES DIVISION: Animal Control

CONTACT: Hank Miggins TELEPHONE #: 248-3790, ext. 234  
BLDG/ROOM #: 324

PERSON(S) MAKING PRESENTATION: Hank Miggins

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Resolution Submitting to the Voters in a Countywide Election  
an Ordinance Amending Animal Control Fees

8/22/97 certified true copy to MICHAEL COX - Elections; copies  
to BCC, County Counsel, SIGNATURES REQUIRED: LARRY NICHOLAS, KATHY TURBERG,  
DAVE WARREN, DAVE BOYER & HANK Miggins, Oregonian

ELECTED OFFICIAL: Beverly Stein

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 PM 3:16  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277



## Multnomah County, Oregon

Department of Environmental Services  
Larry F. Nicholas, Director  
2115 SE Morrison  
Portland, OR 97214  
(503) 248-5000 FAX (503) 248-3048

**Beverly Stein**  
**County Chair**

### **STAFF REPORT**

To: Board of County Commissioners

From: Larry F. Nicholas, Director  
Department of Environmental Services

Date: August 12, 1997

Subject: Resolution Submitting to the Voters in a Countywide Election an Ordinance  
Amending Animal Control Fees

#### **I. Recommendation/Action Requested:**

Request adoption of a Resolution which will submit to the voters in a countywide election an ordinance amending the user fee schedule for Animal Control fees and charges to more fully reflect actual costs. The Resolution will call for an election to be held on November 4, 1997.

#### **II. Background/Analysis:**

The 1997-98 Adopted Budget for Animal Control Division assumed that a fee measure would be referred and be approved by the voters in November, 1997. Animal Control fees and charges will be based on a cost recovery system. The fee schedule will be set by ordinance amendment to more fully recover the actual costs of providing services. The Animal Control Division desires to establish fees that require the users of the Division's services to assume the major share of the costs associated with the delivery of these services, and thereby reduce its reliance on the County's General Fund property tax revenues.

An ordinance amendment has been prepared and accompanies this memorandum.

#### **III. Financial Impact:**

The FY97-98 adopted budget for the Animal Control Division of the Department of Environmental Services reflects the anticipated \$200,000 in additional revenue from this revised ordinance and new fee schedule. We would have to reduce Animal

Control Division's fee revenues by \$200,000 if the decision is made not to refer a fee measure to the voters, or a fee measure fails at the ballot.

If the decision is made to postpone submitting the fee increase ordinance to the voters to March 1997, the amount of revenue realized would be approximately one-half of what was anticipated in the FY1997-98 adopted budget, and the department would have to adjust budgets accordingly.

#### **IV. Legal Issues:**

Ballot Measure 47/50 prohibits local government from increasing fees and charges for services supported by property tax revenue unless the question is submitted to a vote. The Board of County Commissioners is required to refer a fee ballot measure to the voters if they wish to implement these proposed fee changes. Adoption of this Resolution would indicate that the Board of County Commissioners wants to call an election to have a fee ballot measure voted on.

#### **V. Controversial Issues:**

Changing fees could be controversial. Those that could be impacted by these fee changes are pet owners.

#### **VI. Link to Current County Policies:**

The County's Financial and Budget Policies state that fees and charges will be established at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the service, benefit to County citizens and type of service provided.

#### **VII. Citizen Participation:**

The Animal Control Division's Citizen Advisory Committee has discussed the need to establish fees and charges that more fully recover the actual cost of providing service.

Citizens can vote on the proposed fee changes on November 4<sup>th</sup>, 1997.

#### **VIII. Other Government Participation:**

NA

## **BOGSTAD Deborah L**

---

**From:** DUNCAN Lance D  
**Sent:** Monday, August 18, 1997 12:07 PM  
**To:** BOGSTAD Deborah L  
**Cc:** RYAN Matthew O; MIGGINS Henry L  
**Subject:** Revisions to Animal Control Fee Ordinance

Here are the requested revisions to the Animal Control Fees Ordinance. Per Counsel's request, we have inserted language in the closing paragraph on the last page, as follows:

pursuant to voter approval at an election held on November 4, 1997.

Hank will make a motion to amend the ordinance with this language at the time of its presentation to the Board.



Ordinance\_.doc

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide )  
Election an Ordinance Amending the ) RESOLUTION  
User Fee Schedule for Animal Control ) 97 -  
Services )

WHEREAS, Animal Control needs to update the fee schedule for various fees to reflect cost increases which have occurred since its 1995 revision, and

WHEREAS, Animal Control needs to establish fees which reflect the cost of labor, supplies, and support services necessary to provide various services, and

WHEREAS, Animal Control desires to establish fees that require the users of the Division's services to assume the major share of the costs associated with the delivery of these services, and thereby reduce its reliance on the County's General Fund property tax revenues.

IT IS HEREBY RESOLVED that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County. The Ordinance attached as Exhibit B amends MCC Chapter 8.10, Section 8.10.220 the Fee Schedule and MCC 8.10.230 Livestock Fees. Additions are underlined and deletions are bracketed.
2. Exhibits A (Ballot Title), B (Ordinance) and C (Explanatory Statement) are adopted and made part of this Resolution. The Ballot Title, Ordinance and Explanatory Statement shall be printed substantially in the form set forth.
3. The foregoing election and election date are certified to the Director of Multnomah County Division of Elections.
4. If this Ordinance is approved by a majority of voters at the November 4, 1997 election, it shall go into effect at 12:01 a.m. on the 30<sup>th</sup> day after certification of the elections results by the Director of the Multnomah County Division of Elections. If this Ordinance is rejected by the voters, the existing provisions of MCC Sections 8.10.220 and 8.10.230 remain in effect unless amended by another ordinance adopted by the voters or the Board.



5. Notwithstanding paragraph 4, the Board may by resolution delay the amendments of the Animal Control user fee schedule and livestock fee provisions which are adopted by this Ordinance until 12:01 a.m. on the 30<sup>th</sup> day after the Board declares that the County Department of Environmental Services is able to begin administration and enforcement of this Ordinance.

ADOPTED this \_\_\_\_\_ day of August, 1997.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By

  
Sandra N. Duffy, Chief Assistant County Counsel

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EXHIBIT A

BALLOT TITLE

CAPTION: MULTNOMAH COUNTY ANIMAL CONTROL FEES  
INCREASE

QUESTION:

Shall Multnomah County increase Animal Control service fees so that service users assume more responsibility for program costs?

SUMMARY:

This measure increases user fees for Animal Control services to more completely cover the costs of labor, supplies and support services necessary to provide animal control regulation. This increase will reduce reliance on property tax revenue to fund Animal Control.

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

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending MCC 8.10, relating to Animal Control, raising various fees.

(Language in ~~strikeout text~~ is to be deleted; underlined is new)

**Section I. Purpose**

(A) To update the fee schedule for various Animal Control fees to reflect cost increases which have occurred since its 1995 revision.

(B) To establish fees which reflect the cost of labor, supplies, and support services necessary to provide various Animal Control services.

(C) To establish fees that require the beneficiaries of Animal Control services to assume the major share of the costs associated with the delivery of these services, and thereby reduce the Animal Control Division's reliance on the county's General Fund property tax revenues.

**Section II. Findings**

Based on the Animal Control Ordinance Study Committee's evaluation of the David M. Griffith and Associates 1994 costs, Fees, and Revenue Study for Multnomah County, many fees associated with Animal Control do not cover the cost of providing the service. The fee study by David M. Griffith recommended, "... recovery levels as close to full cost as possible, or to the point where compliance will be lost." The Animal Control Ordinance Study Committee recommends increasing fees to reflect the intent of the David M. Griffith Study.

**Section III. Amendment of MCC 8.10.220. Fee Schedule**

MCC 8.10.220 is amended to read as follows:

Fees shall be imposed under this chapter as follows:

	One	Two	Three
	Year	Year	Year
		Discount	Discount
(A) Pet Licenses:			
(1) Dogs:			
(a) Fertile	<del>25.00</del> <u>\$35.00</u>	<del>46.00</del> <u>\$70.00</u>	<del>60.00</del> <u>\$105.00</u>
(b) Sexually unproductive	<del>40.00</del> <u>12.00</u>	<del>47.00</del> <u>19.00</u>	<del>24.00</del> <u>26.00</u>

1	(2) Cats:					
2	(a) Fertile	<del>15.00</del>	<u>30.00</u>	<del>25.00</del>	<u>60.00</u>	<del>36.00</del> <u>90.00</u>
3	(b) Sexually unproductive, <u>first in</u>		8.00		14.00	19.00
4	<u>household</u>					
5	(c) <u>Sexually unproductive, subsequent</u>		5.00		10.00	15.00
6	<u>in same household</u>					
7	(3) License replacement			<del>3.00</del>	<u>5.00</u>	
8	(B) Facilities License:					
9	(1) <u>Dogs</u>		<u>85.00</u>			
10	(2) <u>Cats</u>		<u>85.00</u>			
11	(3) Exotic, wild, or dangerous animal facility	<del>200.00</del>	<u>150.00</u>			
12	(4) Facility fees:		<del>142.00</del>			
13	(a) <u>1-10 animals</u>		<u>70.00</u>			
14	(b) <u>&gt; 10 animals</u>		<u>110.00</u>			
15	(C) County shelter rates:					
16	(1) Impoundment fee, dogs				<del>25.00</del>	<u>50.00</u>
17	(2) Impoundment fee, cats				<del>15.00</del>	<u>30.00</u>
18	(3) Animals other than livestock				<del>15.00</del>	<u>8.00</u>
19	(4) Daily care for any portion of a 24-hour period from time of impoundment					
20	(a) Dogs				<del>8.00</del>	<u>15.00</u>
21	(b) Cats				<del>5.00</del>	<u>8.00</u>
22	(c) Livestock				<del>8.00</del>	<u>15.00</u>
23	(d) Other animals				<del>5.00</del>	<u>8.00</u>
24	(e) <u>Special care (per Veterinary orders)</u>					<u>3.00</u>
25	(5) Veterinary fees					25.00
26	(6) Disposal fees:					
27	(a) Euthanasia and disposal					25.00
28	(b) Dead animal disposal					15.00
29	(c) Release of unwanted animals by owner or keeper					15.00
30	(d) Release of two or more animals by owner or keeper					25.00

1	(7) Adoption fees:		
2	(a) Dogs:		
3	(i) Fertile	<del>65.00</del>	<u>80.00</u>
4	(ii) Sterile	<del>25.00</del>	<u>40.00</u>
5	(b) Cats:		
6	(i) Fertile	<del>45.00</del>	<u>60.00</u>
7	(ii) Sterile	<del>20.00</del>	<u>35.00</u>
8	(D) Livetrapp rental:		
9	(1) Cat trap deposit fee (per trap)		35.00
10	(2) Cat trap weekly rental fee		5.00
11	(3) Dog trap deposit fee		200.00
12	(4) Dog trap weekly rental fee		10.00
13	(E) Appeal hearing:		
14	(1) Fee		25.00
15	(2) Boarding Deposit		100.00
16	(F) Stray Livestock Fees:		
17	(1) Hourly fee (per person)	<del>37.00</del>	<u>45.00</u>
18	(2) Mileage fee (per mile, per vehicle)	<del>0.30</del>	<u>0.315</u>
19	(G) Potentially dangerous dog classification fees:		
20	(1) Level 1 (per year)	50.00	
21	(2) Level 2 and Level 3 (per year)	100.00	
22	(3) Level 4 (per year)	150.00	
23	(H) Declassification		
24	(1) Fee	40.00	

**Section IIIV. Amendment of MCC 8.10.230. Stray Livestock Fee**

MCC 8.10.230 is amended to read as follows:

For the expenses incurred by the county in locating, transporting, and otherwise attending any stray livestock other than a dog or cat, the owner or keeper or other person lawfully claiming the animal, shall pay to the county a fee in the amount of ~~\$37.00~~ \$45.00 per person hour plus an additional

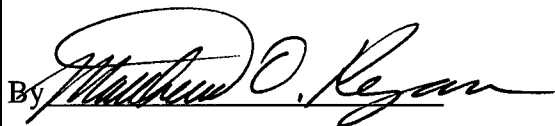
1 payment of ~~\$0.30~~ \$0.315 for each mile traveled by county personnel in locating and transporting the  
2 animal.

3 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997, being the date of its \_\_\_\_\_  
4 reading before the County Commissioners of Multnomah County, Oregon.

5  
6  
7  
8 By \_\_\_\_\_  
9 Beverly Stein, Chair  
10 Multnomah County, Oregon  
11

12  
13 REVIEWED

14  
15 Thomas Sponsler, County Counsel  
16 for Multnomah County, Oregon  
17

18  
19  
20 By 

21 Matthew O. Ryan  
22 Assistant County Counsel  
23  
24  
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28  
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## EXHIBIT C

### **Explanatory Statement (for Voter's Pamphlet)**

The Multnomah County Board of Commissioners is requesting voter approval for increases in certain Animal Control service fees. These services have traditionally been partially supported by General Fund Property Tax revenue. The County's *Financial and Budget Policy* states that "...user fee and service charges will be established at a level to recover the costs to provide services...". The current fee structure in place for Animal Control does not provide for full cost recovery.

Ballot Measure 50, approved by the voters of Oregon, prohibits local governments from shifting the cost of services to make up for reduced Property Tax revenue without voter approval. If approved, this measure will amend the existing ordinance to increase Animal Control fees. The new fee schedules will be established at a level which will enable those services to be more fully compliant with the County's policy.

## **Alternate Explanatory Statement (Animal Control Fees)**

The Multnomah County Board of Commissioners is requesting voter approval for increases in certain Animal Control service fees. These services have traditionally been partially supported by General Fund Property Tax revenue. If fees are increased, more of the costs of Animal Control will be paid for by the people who use those services.

Ballot Measure 50, approved by the voters of Oregon, requires local governments to seek voter approval before increasing fees to make up for reduced Property Tax revenue.

If approved, this measure will amend the existing ordinance to increase Animal Control fees. The current fee structure in place for Animal Control does not provide for full cost recovery. The costs of Animal Control not covered by fees are paid by the County General Fund.

Multnomah County's Financial and Budget Policy states that "...user fee and service charges will be established at a level to recover the costs to provide services..." The new fee schedules will be established at a level which will enable those services to be more fully compliant with the County's policy.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide	)	
Election an Ordinance Amending the	)	RESOLUTION
User Fee Schedule for Animal Control	)	97-166
Services	)	

WHEREAS, Animal Control needs to update the fee schedule for various fees to reflect cost increases which have occurred since its 1995 revision; and

WHEREAS, Animal Control needs to establish fees which reflect the cost of labor, supplies, and support services necessary to provide various services; and

WHEREAS, Animal Control desires to establish fees that require the users of the Division's services to assume the major share of the costs associated with the delivery of these services, and thereby reduce its reliance on the County's General Fund property tax revenues; now therefore

IT IS HEREBY RESOLVED that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County. The Ordinance attached as Exhibit B amends MCC Chapter 8.10, Section 8.10.220 the Fee Schedule and MCC 8.10.230 Livestock Fees. Additions are underlined and deletions are bracketed.

2. Exhibits A (Ballot Title), B (Ordinance) and C (Explanatory Statement) are adopted and made part of this Resolution. The Ballot Title, Ordinance and Explanatory Statement shall be printed substantially in the form set forth.

3. The foregoing election and election date are certified to the Director of Multnomah County Division of Elections.

4. If this Ordinance is approved by a majority of voters at the November 4, 1997 election, it shall go into effect at 12:01 a.m. on the 30th day after certification of the elections results by the Director of the Multnomah County Division of Elections. If this Ordinance is rejected by the voters, the existing provisions of MCC Sections 8.10.220 and 8.10.230 remain in effect unless amended by another ordinance adopted by the voters or the Board.

5. Notwithstanding paragraph 4, the Board may by resolution delay the amendments of the Animal Control user fee schedule and livestock fee provisions which are adopted by this Ordinance until 12:01 a.m. on the 30th day after the Board declares that the County Department of Environmental Services is able to begin administration and enforcement of this Ordinance.

ADOPTED this 21st day of August, 1997.

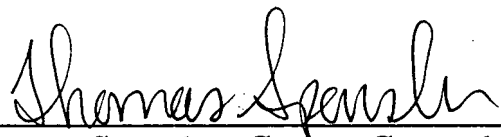


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Counsel

## **EXHIBIT A**

### **BALLOT TITLE**

#### **CAPTION:**

Multnomah County Animal Control Fees Increase

**MEASURE 26-60**

#### **QUESTION:**

Shall Multnomah County increase Animal Control service fees so that service users assume more responsibility for program costs?

#### **SUMMARY:**

This measure increases user fees for Animal Control services to more completely cover the costs of labor, supplies and support services necessary to provide animal control regulation. This increase will reduce reliance on property tax revenue to fund Animal Control.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
**FOR MULTNOMAH COUNTY, OREGON**  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending MCC 8.10, relating to Animal Control, raising various fees.

(Language in ~~strikeout text~~ is to be deleted; underlined is new)

**Section I. Purpose**

- (A) To update the fee schedule for various Animal Control fees to reflect cost increases which have occurred since its 1995 revision.
- (B) To establish fees which reflect the cost of labor, supplies, and support services necessary to provide various Animal Control services.
- (C) To establish fees that require the beneficiaries of Animal Control services to assume the major share of the costs associated with the delivery of these services, and thereby reduce the Animal Control Division's reliance on the county's General Fund property tax revenues.

**Section II. Findings**

Based on the Animal Control Ordinance Study Committee's evaluation of the David M. Griffith and Associates 1994 costs, Fees, and Revenue Study for Multnomah County, many fees associated with Animal Control do not cover the cost of providing the service. The fee study by David M. Griffith recommended, "... recovery levels as close to full cost as possible, or to the point where compliance will be lost." The Animal Control Ordinance Study Committee recommends increasing fees to reflect the intent of the David M. Griffith Study.

**Section III. Amendment of MCC 8.10.220. Fee Schedule**

MCC 8.10.220 is amended to read as follows:

Fees shall be imposed under this chapter as follows:

	One	Two	Three
	Year	Year	Year
		Discount	Discount
(A) Pet Licenses:			
(1) Dogs:			
(a) Fertile	<del>25.00</del> <u>\$35.00</u>	<del>46.00</del> <u>\$70.00</u>	<del>60.00</del> <u>\$105.00</u>

1	(b) Sexually unproductive	<del>10.00</del>	<u>12.00</u>	<del>17.00</del>	<u>19.00</u>	<del>24.00</del>	<u>26.00</u>
2	(2) Cats:						
3	(a) Fertile	<del>15.00</del>	<u>30.00</u>	<del>25.00</del>	<u>60.00</u>	<del>36.00</del>	<u>90.00</u>
4	(b) Sexually unproductive, <u>first in</u>		8.00		14.00		19.00
5	<u>household</u>						
6	(c) <u>Sexually unproductive, subsequent</u>		5.00		10.00		15.00
7	<u>in same household</u>						
8	(3) License replacement			<del>3.00</del>	<u>5.00</u>		
9	(B) Facilities License:						
10	(1) <u>Dogs</u>		85.00				
11	(2) <u>Cats</u>		85.00				
12	(3) Exotic, wild, or dangerous animal facility	<del>200.00</del>	<u>150.00</u>				
13	(4) Facility fees:		<del>142.00</del>				
14	(a) <u>1-10 animals</u>		70.00				
15	(b) <u>&gt; 10 animals</u>		110.00				
16	(C) County shelter rates:						
17	(1) Impoundment fee, dogs				<del>25.00</del>	<u>50.00</u>	
18	(2) Impoundment fee, cats				<del>15.00</del>	<u>30.00</u>	
19	(3) Animals other than livestock				<del>15.00</del>	<u>8.00</u>	
20	(4) Daily care for any portion of a 24-hour period from time of impoundment						
21	(a) Dogs				<del>8.00</del>	<u>15.00</u>	
22	(b) Cats				<del>5.00</del>	<u>8.00</u>	
23	(c) Livestock				<del>8.00</del>	<u>15.00</u>	
24	(d) Other animals				<del>5.00</del>	<u>8.00</u>	
25	(e) <u>Special care (per Veterinary orders)</u>					3.00	
26	(5) Veterinary fees					25.00	
27	(6) Disposal fees:						
28	(a) Euthanasia and disposal					25.00	
29	(b) Dead animal disposal					15.00	
30	(c) Release of unwanted animals by owner or keeper					15.00	

1	(d) Release of two or more animals by owner or keeper	25.00
2	(7) Adoption fees:	
3	(a) Dogs:	
4	(i) Fertile	<del>65.00</del> <u>80.00</u>
5	(ii) Sterile	<del>25.00</del> <u>40.00</u>
6	(b) Cats:	
7	(i) Fertile	<del>45.00</del> <u>60.00</u>
8	(ii) Sterile	<del>20.00</del> <u>35.00</u>
9	(D) Livetrapp rental:	
10	(1) Cat trap deposit fee (per trap)	35.00
11	(2) Cat trap weekly rental fee	5.00
12	(3) Dog trap deposit fee	200.00
13	(4) Dog trap weekly rental fee	10.00
14	(E) Appeal hearing:	
15	(1) Fee	25.00
16	(2) Boarding Deposit	100.00
17	(F) Stray Livestock Fees:	
18	(1) Hourly fee (per person)	<del>37.00</del> <u>45.00</u>
19	(2) Mileage fee (per mile, per vehicle)	<del>0.30</del> <u>0.315</u>
20	(G) Potentially dangerous dog classification fees:	
21	(1) Level 1 (per year)	50.00
22	(2) Level 2 and Level 3 (per year)	100.00
23	(3) Level 4 (per year)	150.00
24	(H) Declassification	
25	(1) Fee	40.00

#### **Section IV. Amendment of MCC 8.10.230. Stray Livestock Fee**

MCC 8.10.230 is amended to read as follows:

For the expenses incurred by the county in locating, transporting, and otherwise attending any stray livestock other than a dog or cat, the owner or keeper or other person lawfully claiming the animal, shall pay to the county a fee in the amount of ~~\$37.00~~ \$45.00 per person hour plus an additional

1 payment of ~~\$0.30~~ \$0.315 for each mile traveled by county personnel in locating and transporting the  
2 animal.

3 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1997, pursuant to voter approval at  
4 an election held on November 4, 1997.

5  
6 BOARD OF COUNTY COMMISSIONERS  
7 FOR MULTNOMAH COUNTY, OREGON  
8  
9  
10

11 \_\_\_\_\_  
Beverly Stein, Chair  
12

13 REVIEWED:

14  
15 THOMAS SPONSER, COUNTY COUNSEL  
16 FOR MULTNOMAH COUNTY, OREGON  
17

18  
19 By \_\_\_\_\_

20 Matthew O. Ryan, Assistant County Counsel  
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## **EXHIBIT C**

### **EXPLANATORY STATEMENT:**

The Multnomah County Board of Commissioners is requesting voter approval for increases in certain Animal Control service fees. These services have traditionally been partially supported by General Fund Property Tax revenue. If fees are increased, more of the costs of Animal Control will be paid for by the people who use those services.

Ballot Measure 50, approved by the voters of Oregon, requires local governments to seek voter approval before increasing fees to make up for reduced Property Tax revenue.

If approved, this measure will amend the existing ordinance to increase Animal Control fees. The current fee structure in place for Animal Control does not provide for full cost recovery. The costs of Animal Control not covered by fees are paid by the County General Fund.

Multnomah County's Financial and Budget Policy states that "...user fee and service charges will be established at a level to recover the costs to provide services..." The new fee schedules will be established at a level which will enable those services to be more fully compliant with the County's policy.



MEETING DATE: August 21, 1997  
AGENDA #: R-12  
ESTIMATED START TIME: 11:20am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Resolution Submitting to Voters an Ordinance Amending Land Use Planning Fees

BOARD BRIEFING: DATE REQUESTED \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, August 21, 1997  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DES DIVISION: Land Use Planning

CONTACT: Mike Oswald TELEPHONE #: 248-5001  
BLDG/ROOM #: 412/209

PERSON(S) MAKING PRESENTATION: Mike Oswald

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Resolution Submitting to the Voters in a Countywide Election  
an Ordinance Amending Land Use Planning Fees

### SIGNATURES REQUIRED:

8/22/97 certified true copy to Michael Cox, Elections  
copies to BCC, Dave Waggen, Dave Boyer, Kathy Busse, Lacey  
Nicholas, Kathy  
ELECTED OFFICIAL: Tom Spawls *Beverly Stein* Theresa Berg

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
97 AUG 13 PM 2:46  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277



## **Multnomah County, Oregon**

---

Department of Environmental Services  
Larry F. Nicholas, Director  
2115 SE Morrison  
Portland, OR 97214  
(503) 248-5000 FAX (503) 248-3048

**Beverly Stein**  
**County Chair**

---

### **STAFF REPORT**

To: Board of County Commissioners

From: Larry F. Nicholas, Director  
Department of Environmental Services

Date: August 12, 1997

Subject: Resolution Submitting to the Voters in a Countywide Election an Ordinance  
Amending Land Use Planning Fees

---

#### **I. Recommendation/Action Requested:**

Request adoption of a Resolution which will submit to the voters in a countywide election an ordinance amending the user fee schedule for Land Use Planning proceedings and administrative actions to reflect actual costs. The Resolution will call for an election to be held on November 4, 1997.

#### **II. Background/Analysis:**

The 1997-98 Adopted Budget for Transportation and Land Use Planning Division assumed that a fee measure would be referred and be approved by the voters in November, 1997. Land Use Planning proceedings and administrative costs will be based on a cost recovery system. The fee schedule will be set by ordinance amendment to more fully recover the actual costs of providing services.

An ordinance amendment has been prepared and accompanies this memorandum.

#### **III. Financial Impact:**

The FY97-98 adopted budget for the Transportation and Land Use Planning Division of the Department of Environmental Services reflects the anticipated \$200,000 in additional revenue from this revised ordinance and new fee schedule. We would have to reduce Transportation and Land Use Planning Division's fee revenues by \$200,000 if the decision is made not to refer a fee measure to the voters, or a fee measure fails at the ballot.

If the decision is made to postpone submitting the fee increase ordinance to the voters to March 1997, the amount of revenue realized would be approximately one-half of what was anticipated in the FY1997-98 adopted budget, and the department would have to adjust budgets accordingly.

#### **IV. Legal Issues:**

Ballot Measure 47/50 prohibits local government from increasing fees and charges for services supported by property tax revenue unless the question is submitted to a vote. The Board of County Commissioners is required to refer a fee ballot measure to the voters if they wish to implement these proposed fee changes. Adoption of this Resolution would indicate that the Board of County Commissioners wants to call an election to have a fee ballot measure be voted on.

#### **V. Controversial Issues:**

Changing fees could be controversial. Those that could be impacted by these fee changes include developers, others in the construction/building industry, and conservationists.

#### **VI. Link to Current County Policies:**

The County's Financial and Budget Policies state that fees and charges will be established at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the service, benefit to County citizens and type of service provided.

#### **VII. Citizen Participation:**

Citizens can vote on the proposed fee changes on November 4<sup>th</sup>, 1997.

#### **VIII. Other Government Participation:**

NA

## **BOGSTAD Deborah L**

---

**From:** DUNCAN Lance D  
**Sent:** Monday, August 18, 1997 11:58 AM  
**To:** BOGSTAD Deborah L  
**Cc:** DUFFY Sandra N; BUSSE Kathy A  
**Subject:** Last-minute revisions to LUP ordinance

Here are the last minute revisions to the LUP Fees Ordinance. Per my understanding, Kathy will make a motion to amend the ordinance, adding in line 5 on page 1, the additional MCC references of 11.05, 11.45, and 9.40;

Line 27 also on page 1 will be revised so that the text "ten" is new, and "seven" is deleted (regarding the number of County employees.

Finally, the closing text on page 6 has been amended with the text, "pursuant to voter approval at an election held on November 4, 1997."

This last change will be made to the Animal Control Fee ordinance, and forwarded to you soon.



LUP Fees Ordinance  
revision August 1997.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide )  
Election an Ordinance Amending the ) RESOLUTION  
User Fee Schedule for Land Use ) 97 -  
Proceedings and Administrative Actions )  
to Reflect Actual Costs )

WHEREAS, costs increases have occurred since the 1995 revision to the user fee schedule for land use proceedings and administrative actions; and

WHEREAS, state law authorized counties to establish user fees which reflect the actual cost of labor, supplies and support services necessary to process land use applications; and

WHEREAS, it is desirable to end the 22% General fund subsidy for the processing of such applications; and

WHEREAS, the proposed fee schedule requires applicants to assume the full costs associated with their application; now, therefore

IT IS HEREBY RESOLVED that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County. The Ordinance attached as Exhibit B amends MCC Chapter 11.05, Fees; MCC Chapter 11.15 Payment; and MCC Chapter 11.45, Fee Schedule. The Explanatory Statement required by Multnomah County Ordinance #881 is attached as Exhibit C. Additions are underlined and deletions are bracketed.

2. Exhibits A (Ballot Title), B (Ordinance) and C (Explanatory Statement ) are adopted and made part of this Resolution. The Ballot Title, Ordinance and Explanatory Statement shall be printed substantially in the form set forth.

3. The foregoing election and election date are certified to the Director of Multnomah County Division of Elections.

4. If this Ordinance is approved by a majority of voters at the November 4, 1997 election, it shall go into effect at 12:01 a.m. on the 30<sup>th</sup> day after certification of the elections results by the Director of the Multnomah County Division of Elections. If this Ordinance is rejected by the voters, the provisions of

MCC Chapters 11.05, 11.15 and 11.45 remain in effect unless amended by another ordinance adopted by the voters or the Board.

5. Notwithstanding paragraph 4, the Board may by resolution delay the amendments of the user fee schedule for land use proceedings and administrative actions to reflect actual costs which are adopted by this Ordinance until 12:01 a.m. on the 30<sup>th</sup> day after the Board declares that the County Department of Environmental Services is able to begin administration and enforcement of this Ordinance.

ADOPTED this \_\_\_\_\_ day of August, 1997.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*  
Sandra N. Duffy, Chief Assistant County Counsel

H:\Data\Advisory\Resolution\User Fee Schedule.doc

EXHIBIT A

BALLOT TITLE

CAPTION: MULTNOMAH COUNTY LAND USE PROCEEDINGS FEES  
INCREASE

QUESTION:

Shall Multnomah County increase its fees for land use action proceedings and administrative action to recover 100% of its costs?

SUMMARY:

This measure imposes increased user fees for land use action proceedings and administrative actions to reflect cost increases and to reflect the actual costs of labor, supplies and support services necessary to process land use applications. This increase will eliminate the 22% subsidy from the County General Fund.

**EXHIBIT B**

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

Ordinance No. \_\_\_\_\_

An Ordinance amending fees for action proceedings and administrative actions under  
MCC 11.15

Language in ~~strikeout text~~ is to be deleted; underlined text is new.

Multnomah County ordains as follows:

SECTION I. PURPOSES

(A) To update the fee schedule for land use actions to reflect cost increases which  
have occurred since its 1994 revision;

(B) To establish fees which reflect the cost of labor, supplies, and support services  
necessary to process land use applications; and

(C) To establish fees that require the applicants for land use actions to assume the  
~~major share of the~~ full costs associated with their applications.

SECTION II. FINDINGS

(A) Multnomah County Code contains the Multnomah County Planning Commission reg-  
ulations (11.05), the county land development regulations relating to zoning (11.15),  
and the county land division regulations (11.45). Administration of those regulations  
requires the efforts of ~~ten~~ seven County employees, all of them on a full-time basis. It  
requires that the procedures outlined therein be followed to process applications and  
to provide information and notice to the public and to other governmental approval  
authorities. It requires maintenance of files and records to enable enforcement and  
execution of the regulations. All of these requirements currently result in the County  
General Fund assuming 63% the costs of administration of the land development reg-  
ulations.



1 (B) ORS 215.110(4) authorizes the County to require payment of fees necessary and con-  
2 venient for carrying out the purposes of planning and land development ordinances.

3  
4 (C) Since 1966, the County has required applicants seeking approval of land development  
5 applications to assume a significant portion of the costs related to any land use pro-  
6 posal for which approval is sought. In 1977, the Board of County Commissioners  
7 adopted Ordinance No. 111, which substantially raised the fees charged pursuant to  
8 the Zoning Ordinance. Those fees were amended in 1980 by Ordinance 254, and in  
9 1991 by Ordinance 688, and in 1995 by Ordinance 821. The fee schedules for Planning  
10 Commission (MCC 11.05) and Land Division (MCC 11.45) applications were revised in 1976  
11 and 1981, respectively, [and] again in 1991 by Ordinance 688, and again in 1995 by Ordinance  
12 821. Ordinance 688 required an applicant to pay 100% of the direct costs and 20% of the  
13 indirect costs associated with application processing.

14  
15 (D) A 1994 study by David M. Griffith and Associates found that the current land devel-  
16 opment fee schedules recover only 37% of the total cost of application processing.  
17 That study recommended fees be increased to recover 60% to 100% of full process-  
18 ing costs. The adjustments enacted by this ordinance return an 80% overall cost recovery.

19  
20 (E) The Ordinance 821 proposed fee revisions reflected the majority of the 80% recommendations  
21 of the David M. Griffith and Associates report. The Ordinance 821 Such an increase would  
22 reduced the annual General Fund subsidy for applicant generated land use application processing  
23 from 63% to approximately 22%. These proposed fee revisions would reduce the annual General  
24 Fund subsidy for applicant generated land use application processing from 22% to 0%.

25  
26 (F) The current fee structure in MCC 11.05, 11.15, and 11.45 are specific set fees. This method  
27 is being changed to an Application Deposit approach, with actual cost being determined at the  
28 completion of the staff work on an application. This ordinance adjusts the former Application  
29 fee to an estimated average 1996 cost and establishes the adjusted fee as the "Application  
30 Deposit" fee. The actual final application fee is determined by computing the actual costs  
31 required to process the application which includes the hourly cost of employee time, overhead,  
32 and other related costs. Those costs may increase over time, as salaries and other related costs  
33 increase.

1 SECTION III. AMENDMENTS

2

3 (A) Multnomah County Code Chapter 11.05 is amended to read as follows:

4 11.05.410 Fees.

5 (A) The following Application Deposit fees shall be paid by the applicant at the time of filing under  
6 subsection (B) of MCC 11.05.140:

7 (1) Legislative plan revision	1,990.00	<u>\$2,010.00</u>
8 (2) Legislative zoning map amendment	1,990.00	<u>\$2,010.00</u>
9 (3) Quasi judicial plan revision:	1,990.00	<u>\$2,010.00</u>
10 (4) Quasi judicial plan revision in conjunction with other action as defined under 11 MCC 11.15.8205.	1,000.00	<u>\$1,060.00</u>

12 (a) The fee for an action, as defined under MCC 11.15.8205, shall be as required  
13 under MCC 11. 15.9005 to 11.15.9040.

14 (b) The fee for a subdivision application shall be as required under MCC  
15 11.45.810.

16 (B) A fee of ~~\$500.00~~ 530.00 shall be charged for the filing of a Notice of Review unless  
17 the action is in conjunction with another action under MCC II. 15.8205 in which case  
18 the fee shall be that set out in MCC 11.15.9020(B). The person filing the notice shall  
19 pay for the cost of a transcript of the commission hearing under subsections (D) and  
20 (E) of MCC 11.05.330 at a rate of ~~\$3.50~~ 3.70 per minute of hearing time.

21 (C) A fee of 30 cents per page shall be charged for staff reports.

22 \* \* \* \* \*

23 (B) Multnomah County Code Chapter 11.15 is amended to read as follows:

24 11.15.9005 Payment

25 All Application Deposit fees are payable at the time of application. The difference between the  
26 actual costs and the deposit will be paid prior to the issuance of a Land Use permit(s) and/or Land Use  
27 decision(s), or will be refunded to the applicant.

28 11.15.9010 Action Proceedings

29 (A) Change of zone classification 1,460.00 \$1,550.00

30 (B) Planned Developments 1,760.00 \$1,865.00

31 (C) Community Service

32 (1) Regional Sanitary Landfill see MCC .7060(B)

33 (2) All others 1,460.00 \$1,550.00

34 (D) Conditional Use 1,460.00 \$1,550.00

1	(E) Appeal of administrative decision by Planning Director		\$100.00
2	<u>(Refundable if appellant prevails at initial or subsequent appeal hearing)</u>		
3	(F) Variance	480.00	<u>\$510.00</u>
4	(G) Modification of conditions on a prior contested case		
5	requiring a rehearing	Full fee for action	
6	(H) Lots of Exception	680.00	<u>\$740.00</u>
7	(I) Other contested cases	500.00	<u>\$530.00</u>
8	(J) Zoning code interpretation by the Planning Commission	400.00	<u>\$425.00</u>
9	(K) Columbia River Gorge National Scenic Area Site Review	1460.00	<u>\$1,550.00</u>
10	11.15.9015 Administrative Actions		
11	(A) Health hardship permit	150.00	<u>\$160.00</u>
12	Health hardship permit renewal	75.00	<u>\$80.00</u>
13	(B) Land Use permit	75.00	<u>\$80.00</u>
14	(C) Non-hearing variance	220.00	<u>\$235.00</u>
15	(D) Use Under Prescribed Conditions	220.00	<u>\$235.00</u>
16	(E) Exceptions <u>and Lot of Exception</u>	100.00	<u>\$110.00</u>
17	(F) Administrative decision by Planning Director	220.00	<u>\$235.00</u>
18	(G) Willamette River Greenway Permit	540.00	<u>\$585.00</u>
19	(H) Significant Environmental Concern Permit	540.00	<u>\$585.00</u>
20	(I) Administrative modification of conditions		
21	established in prior contested cases	150.00	<u>\$160.00</u>
22	(J) Hillside Development Permit	400.00	<u>\$425.00</u>
23	(K) Grading and Erosion Control Permit	300.00	<u>\$320.00</u>
24	(L) Columbia River Gorge National Scenic Area Site Review	300.00	<u>\$320.00</u>
25	(M) Temporary Permit	150.00	<u>\$160.00</u>
26	<del>The fee for multiple concurrent administrative actions, including Design Review, shall be</del>		
27	<del>the highest fee of the individual applications, plus 1/2 the fee of each additional application.</del>		
28	11.15.9020 Miscellaneous Charges		
29	(A) Notice Sign	5.00	<u>\$8.00</u>
30	(B) Notice of Review	500.00	<u>\$530.00</u>
31	Transcript cost per minute of hearing time	3.50	<u>\$3.70</u>
32	(C) Records and reports (per page)		\$0.30
33	(D) Pre-Initiation Conference	270.00	<u>\$285.00</u>

August, 1997

1	(E) Flood Plain Review (one and two family dwellings)		<u>\$25.00</u>
2	(F) Flood Plain Review (all other uses)	50.00	<u>\$55.00</u>
3	11.15.9025 Design Review		
4	(A) Project Value		
5	\$0 -\$49,999	150.00	<u>\$160.00</u>
6	\$50,000 and greater	1,570.00	<u>\$1,665.00</u>
7	Project value shall be determined in accordance with the Uniform Building Code or as otherwise		
8	determined by the Director.		
9	(B) <del>Staff time</del> <u>The fee required for Design Review revisions submitted after a permit is issued shall</u>		
10	<u>be \$80.00/hour. Minimum charge one hour the actual costs required to process the application</u>		
11	<u>which includes the hourly cost of employee time, overhead, and other related costs.</u>		
12	(C) For Design Review of on-premise advertising signs:		
13	Single Sign Area: <input type="checkbox"/>		<u>\$25.00</u>
14	* * * * *		*
15	(C) Multnomah County Code Chapter 11.45 is amended to read as follows:		
16	11.45.8 1 0 Fee Schedule		
17	(A) Pre-filing Conference	270.00	<u>\$285.00</u>
18	(B) Type 1 Tentative Plan.		
19	(1) 20 lots or less	1,290.00	<u>\$1,365.00</u>
20	(2) More than 20 lots	1,290.00	<u>\$1,365.00</u>
21	plus \$25.00 for each lot over 20.		
22	<del>(3) A land division which is classified as Type I according to the criteria in</del>		
23	<del>MCC 11.45.080(D) which would otherwise be designated a Type 2, Type 3, or</del>		
24	<del>Type 4 Land Division shall be assessed the lesser respective fee.</del>		
25	(C) Type 2 Tentative Plan	680.00	<u>\$720.00</u>
26	(D) Type 3 Tentative Plan	440.00	<u>\$465.00</u>
27	(E) Type 4 Tentative Plan	200.00	<u>\$210.00</u>
28	(F) Property Line Adjustment	160.00	<u>\$170.00</u>
29	(G) Variance	480.00	<u>\$510.00</u>
30	(H) Notice Sign	5.00	<u>\$8.00</u>
31	(I) Time Limit Extension	75.00	<u>\$80.00</u>
32	(J) Appeals		
33	(1) From administrative decisions		<u>\$100.00</u>

August, 1997

1 (Refundable if appellant prevails at initial or subsequent appeal hearing)  
2 (2) From decisions of the Hearings Officer or Planning Commission \$500.00 \$530.00  
3 Plus transcript cost per minute of hearing time 3.50 \$3.70  
4 (K) Records and Reports, per page \$0.30  
5 (L) Rescheduled Hearing 200.00 \$210.00  
6 (M) The fees required under MCC 11.45.810 shall apply to all actions specified in this Chapter,  
7 regardless of applicant.  
8

9 ADOPTED this \_\_\_\_ day of August, 1997 being the date of its \_\_\_\_ reading before the  
10 Board of County Commissioners of Multnomah County, Oregon.

11 MULTNOMAH COUNTY, OREGON

12

13

14

by \_\_\_\_\_

15

Beverly Stein

16

Multnomah County Chair

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Reviewed:

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Thomas Sponsler, County Counsel

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for Multnomah County, Oregon

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by Sandra H. Duffy

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## EXHIBIT C

### EXPLANATORY STATEMENT

Multnomah County Board of County Commissioners is requesting voter approval for increased user fees for land use action proceedings and administrative actions to reflect cost increases and to reflect the actual costs of labor, supplies and support services necessary to process land use applications. These services have traditionally been partially supported by General Fund Property Tax revenue.

The County's Financial and Budget policy states that "... user fee and service charges will be established at a level to recover the costs to provide services ...." The current fee structure in place for Planning does not provide for full cost recovery.

Ballot Measure 50, approved by the voters of Oregon, prohibit local governments from shifting the cost of services to make up for reduced property tax revenue without voter approval. If the voters approve this measure it will amend the existing County ordinances to increase planning fees. The new fee schedules establish a fee at a level which will enable Planning to provide its services in compliance with County policy.

## **Alternate Explanatory Statement (Land Use Planning Fees)**

The Multnomah County Board of Commissioners is requesting voter approval for increases in certain user fees for land use proceedings and administrative actions to reflect cost increases and to reflect the actual costs of labor, supplies and support services necessary to process land use applications. These services have traditionally been partially supported by General Fund Property Tax revenue. If fees are increased, more of the costs of land use planning will be paid for by the people who use those services.

Ballot Measure 50, approved by the voters of Oregon, requires local governments to seek voter approval before increasing fees to make up for reduced Property Tax revenue.

If approved, this measure will amend the existing ordinance to increase land use planning fees. The current fee structure in place for land use planning does not provide for full cost recovery. The costs of land use planning not covered by fees are paid by the County General Fund.

Multnomah County's Financial and Budget Policy states that "...user fee and service charges will be established at a level to recover the costs to provide services..." The new fee schedules will be established at a level which will enable those services to be more fully compliant with the County's policy.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Submitting to the Voters in a Countywide	)	
Election an Ordinance Amending the	)	RESOLUTION
User Fee Schedule for Land Use	)	97-167
Proceedings and Administrative Actions	)	
to Reflect Actual Costs	)	

WHEREAS, costs increases have occurred since the 1995 revision to the user fee schedule for land use proceedings and administrative actions; and

WHEREAS, state law authorized counties to establish user fees which reflect the actual cost of labor, supplies and support services necessary to process land use applications; and

WHEREAS, it is desirable to end the 22% General fund subsidy for the processing of such applications; and

WHEREAS, the proposed fee schedule requires applicants to assume the full costs associated with their application; now, therefore

IT IS HEREBY RESOLVED that:

1. An election is called to be held on November 4, 1997, at which the measure described in Exhibit A (Ballot Title) and set forth as Exhibit B (Ordinance) shall be submitted to the electors of Multnomah County. The Ordinance attached as Exhibit B amends MCC Chapter 11.05, Fees; MCC Chapter 11.15 Payment; and MCC Chapter 11.45, Fee Schedule. Additions are underlined and deletions are bracketed. The Explanatory Statement required by Multnomah County Ordinance No. 881 is attached as Exhibit C.

2. Exhibits A (Ballot Title), B (Ordinance) and C (Explanatory Statement ) are adopted and made part of this Resolution. The Ballot Title, Ordinance and Explanatory Statement shall be printed substantially in the form set forth.



3. The foregoing election and election date are certified to the Director of Multnomah County Division of Elections.

4. If this Ordinance is approved by a majority of voters at the November 4, 1997 election, it shall go into effect at 12:01 a.m. on the 30th day after certification of the elections results by the Director of the Multnomah County Division of Elections. If this Ordinance is rejected by the voters, the provisions of MCC Chapters 11.05, 11.15 and 11.45 remain in effect unless amended by another ordinance adopted by the voters or the Board.

5. Notwithstanding paragraph 4, the Board may by resolution delay the amendments of the user fee schedule for land use proceedings and administrative actions to reflect actual costs which are adopted by this Ordinance until 12:01 a.m. on the 30th day after the Board declares that the County Department of Environmental Services is able to begin administration and enforcement of this Ordinance.

ADOPTED this 21st day of August, 1997.

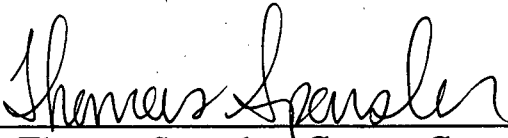


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler, County Counsel

**EXHIBIT A**

**BALLOT TITLE**

**CAPTION:**

Multnomah County Land Use Proceedings Fees Increase

**MEASURE 26-61**

**QUESTION:**

Shall Multnomah County increase its fees for land use action proceedings and administrative action to recover 100% of its costs?

**SUMMARY:**

This measure imposes increased user fees for land use action proceedings and administrative actions to reflect cost increases and to reflect the actual costs of labor, supplies and support services necessary to process land use applications. This increase will eliminate the 22% subsidy from the County General Fund.

**EXHIBIT B**

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An Ordinance amending fees for action proceedings and administrative actions under MCC 9.40, 11.05, 11.15 and 11.45.

Language in ~~strikeout text~~ is to be deleted; underscored text is new.

Multnomah County ordains as follows:

**SECTION I. PURPOSES**

(A) To update the fee schedule for land use actions to reflect cost increases which have occurred since its 1994~~5~~ revision;

(B) To establish fees which reflect the cost of labor, supplies, and support services necessary to process land use applications; and

(C) To establish fees that require the applicants for land use actions to assume the ~~major share~~ of the full costs associated with their applications.

**SECTION II. FINDINGS**

(A) Multnomah County Code contains the Multnomah County Planning Commission regulations (11.05), the county land development regulations relating to zoning (11.15), and the county land division regulations (11.45). Administration of those regulations requires the efforts of ~~ten~~ seven County employees, all of them on a full-time basis. It requires that the procedures outlined therein be followed to process applications and to provide information and notice to the public and to other governmental approval authorities. It requires maintenance of files and

1 records to enable enforcement and execution of the regulations. All of these requirements  
2 currently result in the County General Fund assuming 63% the costs of administration of the land  
3 development regulations.

4 (B) ORS 215.110(4) authorizes the County to require payment of fees necessary and  
5 convenient for carrying out the purposes of planning and land development ordinances.

6  
7 (C) Since 1966, the County has required applicants seeking approval of land development  
8 applications to assume a significant portion of the costs related to any land use proposal for which  
9 approval is sought. In 1977, the Board of County Commissioners adopted Ordinance No. 111,  
10 which substantially raised the fees charged pursuant to the Zoning Ordinance. Those fees were  
11 amended in 1980 by Ordinance 254, and in 1991 by Ordinance 688, and in 1995 by Ordinance  
12 821. The fee schedules for Planning Commission (MCC 11.05) and Land Division (MCC 11.45)  
13 applications were revised in 1976 and 1981, respectively, [and] again in 1991 by Ordinance 688,  
14 and again in 1995 by Ordinance 821. Ordinance 688 required an applicant to pay 100% of the  
15 direct costs and 20% of the indirect costs associated with application processing.  
16

17 (D) A 1994 study by David M. Griffith and Associates found that the current land  
18 development fee schedules recover only 37% of the total cost of application processing. That  
19 study recommended fees be increased to recover 60% to 100% of full processing costs. The  
20 adjustments enacted by this ordinance return an 80% overall cost recovery.  
21

22 (E) The Ordinance 821 ~~proposed~~ fee revisions reflected the majority of the 80%  
23 recommendations of the David M. Griffith and Associates report. The Ordinance 821 ~~Such an~~  
24 ~~increases would reduced~~ the annual General Fund subsidy for applicant generated land use  
25

1 application processing from 63% to approximately 22%. These proposed fee revisions would  
2 reduce the annual General Fund subsidy for applicant generated land use application processing  
3 from 22% to 0%.

4 (F) The current fee structure in MCC 11.05, 11.15, and 11.45 are specific set fees. This  
5 method is being changed to an Application Deposit approach, with actual cost being determined  
6 at the completion of the staff work on an application. This ordinance adjusts the former  
7 Application fee to an estimated average 1996 cost and establishes the adjusted fee as the  
8 "Application Deposit" fee. The actual final application fee is determined by computing the actual  
9 costs required to process the application which includes the hourly cost of employee time,  
10 overhead, and other related costs. Those costs may increase over time, as salaries and other  
11 related costs increase.

### 12 SECTION III. AMENDMENTS

13 (A) Multnomah County Code Chapter 11.05 is amended to read as follows:

14 11.05.410 Fees.

15 (A) The following Application Deposit fees shall be paid by the applicant at the time of  
16 filing under subsection (B) of MCC 11.05.140:

(1) Legislative plan revision	<del>1,990.00</del>	<u>\$2,010.00</u>
(2) Legislative zoning map amendment	<del>1,990.00</del>	<u>\$2,010.00</u>
(3) Quasi judicial plan revision:	<del>1,990.00</del>	<u>\$2,010.00</u>
(4) Quasi judicial plan revision in conjunction with other action as defined under		
MCC 11.15.8205.	<del>1,000.00</del>	<u>\$1,060.00</u>

(a) The fee for an action, as defined under MCC 11.15.8205, shall be as required under MCC 11. 15.9005 to 11.15.9040.

(b) The fee for a subdivision application shall be as required under MCC 11.45.810.

(B) A fee of ~~\$500.00~~ 530.00 shall be charged for the filing of a Notice of Review unless the action is in conjunction with another action under MCC II. 15.8205 in which case the fee shall be that set out in MCC11 .15.9020(B). The person filing the notice shall pay for the cost of a transcript of the commission hearing under subsections (D) and (E) of MCC 11.05.330 at a rate of ~~\$3.50~~ 3.70 per minute of hearing time.

(C) A fee of 30 cents per page shall be charged for staff reports.

(B) Multnomah County Code Chapter 11.15 is amended to read as follows:

11.15.9005 Payment.

All Application Deposit fees are payable at the time of application. The difference between the actual costs and the deposit will be paid prior to the issuance of a Land Use permit(s) and/or Land Use decision(s), or will be refunded to the applicant.

11.15.9010 Action Proceedings.

(A)	Change of zone classification	<del>1,460.00</del>	<u>\$1,550.00</u>
(B)	Planned Developments	<del>1,760.00</del>	<u>\$1,865.00</u>
(C)	Community Service		
(1)	Regional Sanitary Landfill	see MCC .7060(B)	
(2)	All others	<del>1,460.00</del>	<u>\$1,550.00</u>

1	(D)	Conditional Use	<del>1,460.00</del>	<u>\$1,550.00</u>
2	(E)	Appeal of administrative decision by Planning Director		\$ 100.00
3		<u>(Refundable if appellant prevails at initial or subsequent appeal hearing)</u>		
4	(F)	Variance	<del>480.00</del>	<u>\$ 510.00</u>
5	(G)	Modification of conditions on a prior contested case		
6		requiring a rehearing		
7			Full fee for action	
8	(H)	Lots of Exception	<del>680.00</del>	<u>\$ 740.00</u>
9	(I)	Other contested cases	<del>500.00</del>	<u>\$ 530.00</u>
10	(J)	Zoning code interpretation by the Planning		
11		Commission	<del>400.00</del>	<u>\$ 425.00</u>
12	(K)	Columbia River Gorge National Scenic Area Site		
13		Review	<del>1460.00</del>	<u>\$1,550.00</u>
15	11.15.9015 Administrative Actions.			
16	(A)	Health hardship permit	<del>150.00</del>	<u>\$ 160.00</u>
17		Health hardship permit renewal	<del>75.00</del>	<u>\$ 80.00</u>
18	(B)	Land Use permit	<del>75.00</del>	<u>\$ 80.00</u>
19	(C)	Non-hearing variance	<del>220.00</del>	<u>\$ 235.00</u>
20	(D)	Use Under Prescribed Conditions	<del>220.00</del>	<u>\$ 235.00</u>
21	(E)	Exceptions <u>and Lot of Exception</u>	<del>100.00</del>	<u>\$ 110.00</u>
22	(F)	Administrative decision by Planning Director	<del>220.00</del>	<u>\$ 235.00</u>
23	(G)	Willamette River Greenway Permit	<del>540.00</del>	<u>\$ 585.00</u>

(H)	Significant Environmental Concern Permit	540.00	\$ 585.00
(I)	Administrative modification of conditions		
	established in prior contested cases	150.00	\$ 160.00
(J)	Hillside Development Permit	400.00	\$ 425.00
(K)	Grading and Erosion Control Permit	300.00	\$ 320.00
(L)	Columbia River Gorge National Scenic Area Site		
	Review	300.00	\$ 320.00
(M)	Temporary Permit	150.00	\$ 160.00

~~The fee for multiple concurrent administrative actions, including Design Review, shall be the highest fee of the individual applications, plus 1/2 the fee of each additional application.~~

#### 11.15.9020 Miscellaneous Charges.

(A)	Notice Sign	5.00	\$ 8.00
(B)	Notice of Review	500.00	\$ 530.00
	Transcript cost per minute of hearing time	3.50	\$ 3.70
(C)	Records and reports (per page)		\$ 0.30
(D)	Pre-Initiation Conference	270.00	\$ 285.00
(E)	Flood Plain Review (one and two family dwellings)		\$ 25.00
(F)	Flood Plain Review (all other uses)	50.00	\$ 55.00

#### 11.15.9025 Design Review.

(A)	Project Value		
	\$0 -\$49,999	150.00	\$ 160.00



1	\$50,000 and greater	<del>1,570.00</del>	<u>\$1,665.00</u>
---	----------------------	---------------------	-------------------

2 Project value shall be determined in accordance with the Uniform Building Code or as otherwise  
3 determined by the Director.

(B) Staff time The fee required for Design Review revisions submitted after a permit is issued shall be \$80.00/hour. ~~Minimum charge one hour~~ the actual costs required to process the application which includes the hourly cost of employee time, overhead, and other related costs.

8 (C) For Design Review of on-premise advertising signs:

9 Single Sign Area: \$ 25.00

<sup>10</sup> (C) Multnomah County Code Chapter 11.45 is amended to read as follows:

**11.45.810 Fee Schedule.**

(A)	Pre-filing Conference	270.00	\$ 285.00
-----	-----------------------	--------	-----------

14 (B) Type 1 Tentative Plan.

15	(1)	20 lots or less	<del>1,290.00</del>	<u>\$1,365.00</u>
----	-----	-----------------	---------------------	-------------------

16	(2) More than 20 lots	<del>1,290.00</del>	<u>\$1,365.00</u>
----	-----------------------	---------------------	-------------------

17 plus \$25.00 for each lot over 20.

~~(3) A land division which is classified as Type I according to the criteria in MCC 11.45.080(D) which would otherwise be designated a Type 2, Type 3, or Type 4 Land Division shall be assessed the lesser respective fee.~~

22	(C) Type 2 Tentative Plan	680.00	\$ 720.00
----	---------------------------	--------	-----------

23	(D) Type 3 Tentative Plan	440.00	<u>\$ 465.00</u>
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24	(E) Type 4 Tentative Plan	200.00	\$ 210.00
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25

26

1	(F)	Property Line Adjustment	160.00	\$ 170.00
2	(G)	Variance	480.00	\$ 510.00
3	(H)	Notice Sign	5.00	\$ 8.00
4	(I)	Time Limit Extension	75.00	\$ 80.00
5	(J)	Appeals		
6		(1) From administrative decisions		\$ 100.00
7		(Refundable if appellant prevails at initial or subsequent appeal hearing)		
8		(2) From decisions of the Hearings Officer or		
9		Planning Commission	\$ 500.00	\$ 530.00
10		Plus transcript cost per minute of hearing time	3.50	\$ 3.70
11	(K)	Records and Reports, per page		\$ 0.30
12	(L)	Rescheduled Hearing	200.00	\$ 210.00
13	(M)	The fees required under MCC 11.45.810 shall apply to all actions specified in this		
14		Chapter, regardless of applicant.		

17 Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1997, pursuant to voter approval at an  
18 election held on November 4, 1997.

19  
20 BOARD OF COUNTY COMMISSIONERS  
21 FOR MULTNOMAH COUNTY, OREGON

22 \_\_\_\_\_  
23 Beverly Stein, Chair

24 REVIEWED:  
25 THOMAS SPONSLER, COUNTY COUNSEL  
26 FOR MULTNOMAH COUNTY, OREGON

27 By Sandra N. Duffy  
28 Sandra N. Duffy, Chief Assistant Counsel

## **EXHIBIT C**

### **EXPLANATORY STATEMENT:**

The Multnomah County Board of Commissioners is requesting voter approval for increases in certain user fees for land use proceedings and administrative actions to reflect cost increases and to reflect the actual costs of labor, supplies and support services necessary to process land use applications. These services have traditionally been partially supported by General Fund Property Tax revenue. If fees are increased, more of the costs of land use planning will be paid for by the people who use those services.

Ballot Measure 50, approved by the voters of Oregon, requires local governments to seek voter approval before increasing fees to make up for reduced Property Tax revenue.

If approved, this measure will amend the existing ordinance to increase land use planning fees. The current fee structure in place for land use planning does not provide for full cost recovery. The costs of land use planning not covered by fees are paid by the County General Fund.

Multnomah County's Financial and Budget Policy states that "...user fee and service charges will be established at a level to recover the costs to provide services..." The new fee schedules will be established at a level which will enable those services to be more fully compliant with the County's policy.