

MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 26 - 30, 1993

Monday, April 26, 1993 - 9:30 AM - Budget Work Session. . .Page 2

Monday, April 26, 1993 - 1:30 PM - Budget Work Session. . .Page 2

Tuesday, April 27, 1993 - 9:30 AM - Planning Items. . . .Page 2

Tuesday, April 27, 1993 - 1:30 PM - Agenda ReviewPage 2

Wednesday, April 28, 1993 - 9:30 AM - Budget Work Session .Page 3

Wednesday, April 28, 1993 - 1:30 PM - Budget Work Session .Page 3

Thursday, April 29, 1993 - 9:30 AM - Regular Meeting. . . .Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Monday, April 26, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-1 The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, No Public Testimony.

Monday, April 26, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-2 The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, No Public Testimony.

Tuesday, April 27, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

P-1 CU 20-92 Review the April 13, 1993 Planning and Zoning Hearings Officer Decision, APPROVING, Subject to Conditions, Development of this 9-Acre Lot of Record with a Non-Resource Related Single Family Dwelling, for Property Located at 8282 SE RODLUN ROAD

P-2 CU 3-93 Review the April 15, 1993 Planning and Zoning Hearings Officer Decision, APPROVING Conditionally for 6 Month Trial Period, Subject to Testing of the Efficacy of the Conditions and an Automatic Renewal Hearing, Conditional Use Request to Allow for a Maximum of a 50 Sow Plus 250 Offspring Hog Farm, for Property Located at 16601 SE FOSTER ROAD

P-3 CU 22-92 HEARING, ON THE RECORD, WITH NEW INFORMATION, TEN MINUTES PER SIDE, in the Matter of an Appeal of a January 14, 1993 Planning and Zoning Hearings Officer Decision to DENY, Conditional Use Request to Allow a Non-Resource Related Single Family Dwelling for Property Located at 22401 NW ST. HELENS ROAD

Tuesday, April 27, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of April 29, 1993.

Wednesday, April 28, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-3 The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, No Public Testimony.

Wednesday, April 28, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-4 The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, No Public Testimony.

Thursday, April 29, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

C-1 In the Matter of the Appointments of ROBERT D. McNEIL, MARTIN WINCH, SID BIRT, and HELEN RICHARDSON to the MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY, Terms to Expire 4/95

C-2 In the Matter of the Appointment of ALESANDRA HDE SOLORIO to the COMMUNITY HEALTH COUNCIL, Term to Expire 6/30/95

DEPARTMENT OF HEALTH

C-3 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #200092, between the Oregon Health Division, Office of Medical Assistance Programs and Multnomah County Health Department to Provide State Approval and Funds to Allow the County to Advertise and Provide Outreach Services for the MCH Hotline Program, for the Period March 1, 1993 through June 30, 1993

DEPARTMENT OF SOCIAL SERVICES

C-4 Ratification of Amendment No. 4 to Intergovernmental Agreement, Contract #100183, between Multnomah County Mental and Emotional Disabilities Program Office and the Oregon Health Sciences University to Decrease Non-Residential Adult Services by \$28,230 in State Funds to Purchase Medicaid Matching Funds, for the Period July 1, 1992 through June 30, 1993

C-5 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract 101903, to provide \$7,000 in Funds for the Continuation of Electronic Monitoring as an Alternative to Detention Through June 30, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 ORDER in the Matter of Contract 15728 for the Sale of Certain Real Property to Jerry Tjepkes 93-121
- C-7 ORDER in the Matter of Contract 15739 for the Sale of Certain Real Property to Roslyn B. Hill 93-122
- C-8 ORDER in the Matter of Contract 15744 for the Sale of Certain Real Property to Michael D. Summers 93-123
- C-9 ORDER in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes 93-124
- C-10 ORDER in the Matter of the Execution of Deed D930881 Upon Complete Performance of a Contract to Charles D. Burroughs 93-125
- C-11 ORDER in the Matter of the Execution of Deed D930882 Upon Complete Performance of a Contract to Charles D. Burroughs 93-126
- C-12 ORDER in the Matter of Contract 15747 for the Sale of Certain Real Property to Wyona M. Clement and Randall J. Henrichs 93-127
- C-13 ORDER in the Matter of Contract 15754 for the Sale of Certain Real Property to R. Michael Dyer 93-128
- C-14 ORDER in the Matter of the Execution of Deed D930856 for Certain Tax Acquired Property to John H. Hart and Ora L. Hart 93-129
- C-15 ORDER in the Matter of Cancellation of Land Sale Contract 15302R between Multnomah County, Oregon and George Golden and Mary Golden Upon Default of Payments and Performance of Covenants 93-130
- C-16 ORDER in the Matter of Cancellation of Land Sale Contract 15499R between Multnomah County, Oregon and Janice C. O'Neal Upon Default of Payments and Performance of Covenants 93-131
- C-17 ORDER in the Matter of Cancellation of Land Sale Contract 15244R1 between Multnomah County, Oregon and William J. Jelinek and Dorothy M. Jelinek Upon Default of Payments and Performance of Covenants 93-132
- C-18 ORDER in the Matter of the Execution of Deed D930883 Upon Complete Performance of a Contract to Phyllis Simmons 93-133

REGULAR AGENDA

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1)

APP
R-1 PUBLIC HEARING and First Meeting of the Board of County Commissioners Sitting as the Budget Committee for Dunthorpe-Riverdale Sanitary Service District No. 1, Regarding Acceptance and Approval of Fiscal Year 1993-94 Budget

(Recess as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1 and convene as the Governing Body of Mid-County Street Lighting Service District No. 14)

APP
R-2 PUBLIC HEARING and First Meeting of the Board of County Commissioners Sitting as the Budget Committee for Mid-County Street Lighting Service District No. 14, Regarding Acceptance and Approval of Fiscal Year 1993-94 Budget

(Recess as the Governing Body of Mid-County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

APP
R-3 RESOLUTION in the Matter of Honoring and Remembering GLADYS McCOY 93-134

APP
R-4 PROCLAMATION in the Matter of Proclaiming April 25 through May 1st, 1993 as MULTNOMAH COUNTY VOLUNTEER WEEK 93-135

APP
R-5 PROCLAMATION in the Matter of Proclaiming the Period of May 1 through May 9, 1993 as COMMUNITY LAW WEEK in Multnomah County, Oregon 93-136

APP
R-6 RESOLUTION in the Matter of Co-Hosting the 1998 National Association of Counties Convention 93-137

APP
R-7 RESOLUTION in the Matter of Affirming Mutual Agreements with the City of Troutdale for Sharing Property Tax Revenue for Fiscal Year 1993-94 93-138

APP
R-8 RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-1 to Renew the Serial Levy to Fund the Multnomah County Library System 93-139

APP
R-9 RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-2 to Renew the Serial Levy to Fund Jails and Drug Treatment Services in Multnomah County 93-140

R-10 RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-3 to Issue a General Obligation Bond to Support Construction and Renovation of the Central and Midland Branch Libraries 93-141

R-11 Second Reading and Possible Adoption of an ORDINANCE Relating to Benefits for Employees Not Covered by Collective Bargaining Agreement, and Amending Ordinance No. 740 760

DEPARTMENT OF HEALTH

R-12 PROCLAMATION in the Matter of Proclaiming May 2, 1993 as PUBLIC HEALTH NURSES DAY in Multnomah County 93-142

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-13 PROCLAMATION in the Matter of Proclaiming the Week of May 2-8, 1993 as BE KIND TO ANIMALS WEEK in Multnomah County, Oregon 93-143

R-14 ORDER in the Matter of the Quitclaim of any Interest of Multnomah County in Tax Lot 129, Section 25, T1N, R3E, WM, Multnomah County, Oregon 93-144

R-15 Ratification of an Intergovernmental Agreement, Contract 302103 between Multnomah County Transportation Division and the City of Portland for Right-of-Way Easement for SE Hogan Road, Crossing of the Springwater Corridor, and Authorizing of Payment of Fee

NONDEPARTMENTAL

R-16 Request for Policy Direction to Address the Necessity for Additional Space for Mental Health in the Pittock Building and Remodel Issues Related to the Walnut Park Building (30 MINUTES REQUESTED, CONTINUED FROM APRIL 22, 1993)

R-17 RESOLUTION in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of Certificates of Participation, Series 1993C, as Additional Certificates in an Amount Not to Exceed \$1,480,000; Approving and Authorizing a Supplement to the County Health Systems Facilities Master Lease-Purchase Agreement; Approving of a Certificate Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative, Appointing Underwriter, Trustee, Bond Counsel and Financial Advisor (CONTINUED FROM APRIL 22, 1993)

R-18 RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of the Certificates of Participation, Series 1993C, Issued to Finance the Expansion, Remodeling and Equipping of the North Portland Health Clinic (CONTINUED FROM APRIL 22, 1993)

R-19 RESOLUTION in the Matter of Accepting the Executive 1993-94
Budget and Preparing the Approved Multnomah County Budget
for Submittal to the Tax Supervising and Conservation
Commission

93-145

PUBLIC COMMENT

R-20 Opportunity for Public Comment on Non-Agenda Matters.
Testimony Limited to Three Minutes Per Person.

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 4-29-93

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1 to C-18</u>	<u>GH</u>	<u>SK</u>	<u>APP</u>
<u>C-2 R-1</u>	<u>DS</u>	<u>SK</u>	<u>APP</u>
<u>C-3 R-2</u>			<u>APP</u>
<u>C-4 R-3</u>	<u>DS</u>	<u>GH</u>	<u>APP</u>
<u>C-5 R-4</u>	<u>GH</u>	<u>SK</u>	<u>APP</u>
<u>C-6 R-5</u>	<u>SK</u>	<u>TC</u>	<u>APP</u>
<u>C-7 R-6</u>	<u>GH</u>	<u>TC</u>	<u>APP</u>
<u>C-8 R-7</u>	<u>DS</u>	<u>SK</u>	<u>APP</u>
<u>C-9 R-8</u>	<u>TC</u>	<u>SK</u>	<u>APP</u>
<u>C-10 R-9</u>	<u>TC</u>	<u>SK</u>	<u>APP</u>
<u>C-11 R-10</u>	<u>TC</u>	<u>SK</u>	<u>APP</u>
<u>C-12 R-11</u>	<u>GH</u>	<u>TC</u>	<u>APP</u>
<u>C-13 R-12</u>	<u>GH</u>	<u>DS</u>	<u>APP</u>
<u>C-14 R-13</u>	<u>SK</u>	<u>TC</u>	<u>APP</u>
C-15			
C-16			
C-17			
C-18			

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 4-29-93 p. 2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-14</u>	<u>GH</u>	<u>TC</u>	<u>App</u>
<u>R-15</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
Motion to Remove for 90 days.			
<u>R-16</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-17</u>	<u>S</u>	<u>S</u>	<u>S</u>
<u>R-18</u>	<u>S</u>	<u>S</u>	<u>S</u>
*Main Motion			
<u>R-19</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
<u>R-20</u>	<u>None</u>	<u>_____</u>	<u>_____</u>
<u>R-8</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-9</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-10</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-11</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-12</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-13</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>R-14</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Meeting Date: APR 29 1993

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointments

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

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

APPOINTMENTS TO:
Multnomah Council on Chemical Dependency

Robert D. McNeil, term expires 4/95
Martin Winch, term expires 4/95
Sid Birt, term expires 4/95
Helen Richardson, term expires 4/95

BOARD OF
COUNTY COMMISSIONERS
1993 APR 21 AM 8:25
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Dark Higgins*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY

Citizen Advisory Board to Multnomah County Alcohol and Drug Programs

426 S.W. Stark, Sixth Floor Portland, Oregon 97204

248-3691

MEMORANDUM

TO: Kathy Millard

FROM: Lynn Hingson

DATE: April 20, 1993

SUBJECT: Multnomah Council on Chemical Dependency (MCCD)

Please place on the Board of County Commissioners agenda the following names for appointment to the MCCD:

Bob McNeil
Martin Winch
Helen Richardson

The appointment term for all three people is 4/93 to 4/95. Thank you.

[59702]

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

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Regional Drug Initiative	1991- 1993	Conf. Planning Comm.
PDFY Parenting Classes	1989-1993	Trainer/ Task Force

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
Iowa Wesleyan College	1955	Bachelor of Arts, Magna Cum Laude
Boston University	1958	Master of Divinity

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.

Rodney I Page	0245 S.W. Bancroft. 97201	221-1054
Bishop William W. Dew Jr.	1505 SW 18th 97201	226-7932

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

none

I. Affirmative Action Information

Male/ white
sex / racial ethnic background

birth date: Month 6 Day 12 Year 933

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 Robert D. McNeil Date 3-26-93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ALCOHOL & DRUG PROGRAMS
426 S.W. STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696

DENNIS BUCHANAN
COUNTY EXECUTIVE

MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in the Multnomah Council on Chemical Dependency (MCCD). Please complete this supplemental questionnaire. Your responses will be shared with other MCCD members as background information to assist them to know you better. Return the questionnaire to:

Multnomah County Alcohol and Drug Program Office
426 SW Stark, 6th Floor
Portland, Oregon 97204

NAME: Robert D. McNeil

Personal or professional interest in alcohol and drug issues:

I have worked 11 years in the alcohol and drugfield as a
prevention education specialist. In addition I have worked
part time as director of a men's recovery house program and
as clergy consultant in treatment programs. My primary
concern is engaging faith community leaders in prevention
and recovery efforts.

Current Occupation:

Clergy under special appointment as a drug and alcohol
prevention education specialist and administrator.

Project Director, Ecumenical Ministries of Oregon

Executive Director, Oregonians Concerned about Addiction Problems

Recent Employment:

Clergy Consultant, Laurelhurst Manor Alcohol Treatment Center
Director Ministry with Alcholics Project, Oregon Council on
Alcoholism

United Methodist clergy

Organizational affiliations:

American Council on Alcohol Problems

Regional Drug Initiative

Oregon Prevention Network

Oregon Together! Communities for Drug Free Youth

Preparing for the Drug (Free) Years Task Force

Community/volunteer involvement:

Trainer for Preparing for the Drug (Free) Years

Oregon Together! community board SE Portland

Multnomah County Prevention Team

Oregon-Idaho Conference United Methodist Drug Prevention Task Force

Educational background:

Iowa Wesleyan College, Bachelor of Arts, Magna Cum Laude, 1955

Boston University, Master of Divinity, 1958

What skills and/or knowledge do you offer to the MCCD?

Community Educator regarding alcohol and drug prevention and recovery issues.

Provide technical assistance to faith community alcohol and drug task forces.

Author of pamphlets and books

What expectations do you have of MCCD?

A creative force for reducing alcohol problems and drug abuse.



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)

MCCO

B. Name MARTIN WINCH

Address 1636 SW ELIZABETH

City PTLD State _____ Zip 97201

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

Home Phone 243-5533

C. Current Employer TRUIT VOLUNTEER CORPS: NW

Address POB 3928

City PTLD State OR Zip 97208-3928

Your Job Title EXEC. DIR.

Work Phone 228-2457 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

see attached.

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Univ. of Denver	6/71	JD
Princeton Univ.	6/66	BA

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.

Gary Smith
Norma Jaeger

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

none

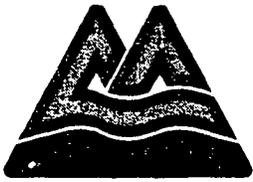
I. Affirmative Action Information

M W
sex / racial ethnic background

birth date: Month 3 Day 9 Year 44

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

Signature Mark W. [Signature] Date 3/26/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ALCOHOL & DRUG PROGRAMS
426 S.W. STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696

DENNIS BUCHANAN
COUNTY EXECUTIVE

MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in the Multnomah Council on Chemical Dependency (MCCD). Please complete this supplemental questionnaire. Your responses will be shared with other MCCD members as background information to assist them to know you better. Return the questionnaire to:

Multnomah County Alcohol and Drug Program Office
426 SW Stark, 6th Floor
Portland, Oregon 97204

NAME:

MARTIN WINCH 228-2457

Personal or professional interest in alcohol and drug issues:

- ✓ Uncle (deceased) and half-sister recovering alcoholics,
- ✓ Served several years on Deschutes County MH Adv. Bd.
- ✓ Exposure to issues as aide to Commissioner Anderson
- ✓ tutoring by recovering friend
- ✓ continuing exposure to A+D agencies in current job

Current Occupation:

Exec. Dir. of Jesuit Volunteer Corps: NW

Recent Employment:

MHRC AA study of City of PHD FY 90-1
Metro Commission staff
Meyer Trust evaluation contract
Pauline Anderson aide

Organizational affiliations:

None

Community/volunteer involvement:

None

Educational background:

Univ of Denver JD
Princeton Univ. BA - history

What skills and/or knowledge do you offer to the MCCD?

public policy background
non-profit sector experience
interest & motivation

What expectations do you have of MCCD?

✓ involvement with current issues in R+D Tx, funding
✓ involvement with interesting persons in public
and nonprofit sectors

Background Information on

MARTIN T. WINCH 1636 S.W. Elizabeth St.
Portland, Oregon 97201
(503) 243-5533

Education and Certification

* Management of Nonprofit Organizations, Certificate Program, Concordia College, Portland, Oregon. Courses:

"Computer Applications for Nonprofit Organizations"

"Human Resources Management"

"Philanthropy and the Nonprofit Sector"

"Strategic Planning for Executive Directors"

"Fiscal Management of Nonprofit Organizations"

"Boards of Directors"

* Oregon State Bar, active member and admitted to practice law in Oregon, 1971 through the present.

* University of Denver, College of Law. Doctor of Law, 1971. 95th percentile.

* Princeton University. Bachelor of Arts, 1966. Graduated with high honors in history, 89th percentile.

Selected Experience

* Jesuit Volunteer Corps: Northwest. Executive Director. July, 1991 through the present. Responsible for Board staffing, financial/fiscal/property management,

development/fundraising, personnel, public relations, and program supervision and management. Supervisor of entire staff of 8 full-time employees. Operating budget of \$467,000, responsibility for \$1.5 million including 25 household accounts. Managed assets of \$700,000 including \$500,000 in real property. JVC:NW recruits, screens, places, trains and extensively supports 150 full-time volunteers working for 100 agencies in 19 locales in four Northwest states. National liaison with four other regional JVC organizations.

* Metropolitan Human Relations Commission, City of Portland/Multnomah County. April - June, 1991. Evaluation of City's Affirmative Action results for fiscal year 1989-90.

* Metropolitan Service District ("Metro"). Council Analyst. October, 1990 - March, 1991. Policy, program, budget and political analyst to the elected Council's standing Intergovernmental Relations and Transportation and Planning Committees.

* "Hispanics and Multnomah County Services." Consultant. July - August, 1990. Researched and wrote 90-page report including 20 pages of criminal justice graphics, 75 copies distributed, on behalf of Multnomah County Commissioner Pauline Anderson.

* Meyer Memorial Trust. Consultant. September, 1989 - March, 1990. Research, investigation, written reports, and evaluation of completed grants to 19 diverse organizations and programs.

* The Civic Index process (National Civic League) in Portland, Committee on Community Vision and Pride. June 1989 - March, 1990. Drafted Committee's written report and made its oral presentation to symposium committee.

* Staff Assistant to Multnomah County Commissioner Pauline Anderson. December, 1984 - July, 1989. My primary areas of responsibility were corrections (especially non-custodial programs, preventive services, system coordination, pre-trial release and supervision, and services to women), social services (especially alcohol and drug, and mental health), and environmental services (especially land use planning, solid waste, and transportation).

* Tumalo Irrigation District (Bend, OR). 1982- 84. Staff.

* Private law practice, Eugene and Bend, OR., 1971 - 82.

* Deschutes Independent School (Tumalo, Oregon). May, 1981 - June, 1984. This was Deschutes County's first state accredited non-denominational private elementary school. I was co-founder, member and treasurer of the Board of Directors, Administrator (1981-82), Spanish teacher, and factotum. I organized its nonprofit corporate structure, drafted its goals, policies and code of conduct, and handled its finances and reporting.

* V.I.S.T.A. volunteer assigned to Casa de Amigos in Hereford, Texas, 1966 - 1967.



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 Council Dependency (MCCD)

B. Name Sid Birt

Address 2562 NE 48th

City Portland State OR Zip 97213

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

Home Phone (503)288-4084

C. Current Employer PPS #1 Wilson High School

Address 1151 SW Vermont

City Portland State OR Zip 97219

Your Job Title Student Services Specialist

Work Phone (503)280-5280 (Ext) 423

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

D. Previous Employers	Dates	Job Title
<u>Emanuel Hospital</u>	<u>1965-?</u>	<u>Orderly</u>
<u>National Biscuit Company</u>	<u>1963-?</u>	<u>Foreman</u>

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Multnomah County Citizens Advisory Board on DUII	Left in 1992	
Planned Parenthood Columbia Willamette	1993-present	
Presbyterian Committee on the Self Development of People	1988-1992	

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Churches of Christ School of Evangelists	1957-62	Bachelor of Sacred Literature
Portland State University		M.S. Education

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.

Alice Hewitt		
John Mays PO Box 11775 Portland, OR 97211		282-4599

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

None to my knowledge.

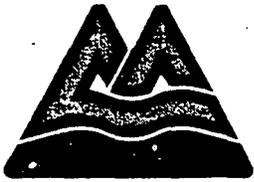
I. Affirmative Action Information

Male African American
sex / racial ethnic background

birth date: Month July Day 9 Year 1939

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 Alice Burt Date 3/12/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ALCOHOL & DRUG PROGRAMS
426 S.W. STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696

DENNIS BUCHANAN
COUNTY EXECUTIVE

MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in the Multnomah Council on Chemical Dependency (MCCD). Please complete this supplemental questionnaire. Your responses will be shared with other MCCD members as background information to assist them to know you better. Return the questionnaire to:

Multnomah County Alcohol and Drug Program Office
426 SW Stark, 6th Floor
Portland, Oregon 97204

NAME: Sid Birt

Personal or professional interest in alcohol and drug issues:

I have a concern for the devastation alcohol and other drugs visit
on the lives of young people. This concern spreads to the way we
accept and promote mind and mood altering substances, a quick fix
of all manner of problems.

Current Occupation:

Student Service Specialist at Wilson High School with responsibility
for carrying out the District's Alcohol and Drug Policy.

Recent Employment:

I have been in the School District for about 25 years. This is my
recent employment.

Organizational affiliations:

- Presbyterian Church National and Local Activities
- Association for Supervision and Curriculum Development
- Ecumenical Ministries of Oregon Community Ministries
- Cascades Presbytery Racial Ethnic Task Unit
- Planned Parenthood of Columbia Willamette Board of Directors

Community/volunteer involvement:

- 1) Piedmont Presbyterian Church Redevelopment
- 2) Westminster Presbyterian Church Session and Community Ministries
Committee
- 3) Wilson Cluster Parent Connection
- 4) Wilson Cluster Parent Support Group
- 5) Families for Alcohol and Drug Education

Educational background:

My post secondary education includes studies in theology, social science,
alcohol and drug counseling, and group process.

What skills and/or knowledge do you offer to the MCCD?

- 1) Familiarity with youth and their issues related to alcohol and drug use.
 - 2) Counseling and group process skills.
- _____
- _____
- _____

What expectations do you have of MCCD?

- 1) To be open and creative in working on such a critical issue in our community.
 - 2) To be willing to evaluate and take new directions when indicated.
- _____
- _____
- _____



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)

MCCD

B. Name HELEN RICHARDSON

Address 2127 SW SANDLEWOOD PL.

City GRESHAM State OR Zip 97080

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

Home Phone 666-6420

C. Current Employer SELF

Address _____

City _____ State _____ Zip _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

D. Previous Employers

Dates

Job Title

MAINSTREAM YOUTH PROGRAM 1988-1992 Executive Dir.

CONTACT:

Judy Boyer

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Project Stop (CIP)	'84-'86?	Board Member
Youth Progress	Currently	Board Member
Stay Clean	Currently	Board Member
Children First	Currently	Member (over)

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Ill.	1960-63	B.S. Psychology
University of Minnesota	1963-64	Graduate Work
Misc. Schools a course work		

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.

Kathy Tomlin	4421 NE Shaver 97213	282-0560
Ann Uhler	CODA	239-8400

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

Possible bias toward Mainstream from past history

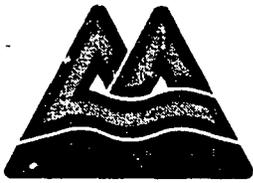
I. Affirmative Action Information

F / Caucasian
sex / racial ethnic background

birth date: Month 4 Day 21 Year 42

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 Selen Richardson Date 4-2-93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ALCOHOL & DRUG PROGRAMS
426 S.W. STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696

DENNIS BUCHANAN
COUNTY EXECUTIVE

MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in the Multnomah Council on Chemical Dependency (MCCD). Please complete this supplemental questionnaire. Your responses will be shared with other MCCD members as background information to assist them to know you better. Return the questionnaire to:

Multnomah County Alcohol and Drug Program Office
426 SW Stark, 6th Floor
Portland, Oregon 97204

NAME:

Helen Richardson

Personal or professional interest in alcohol and drug issues:

I have worked in this field since 1970 and have
a commitment to creating the kind of environment
that will foster recovery from the disease and
make involvement with alcohol & other drugs as
unattractive as possible (harmful involvement, that is)

Current Occupation:

Recent Employment:

Executive Director Mainstream Youth Program
1980 - 92

Organizational affiliations:

Current board member of Stay Clean, Youth Progress,
RDI Youth Coalition Advisory Committee
OIAS board member

Community/volunteer involvement:

See above. Also Children First member

Educational background:

Psychology, focus on child development

What skills and/or knowledge do you offer to the MCCD?

Educational, A&D knowledge - particularly adolescents
Knowledge of the system in the county & the state

What expectations do you have of MCCD?

Active participation in advocating for A&D issues.

Meeting Date: APR 29 1993

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointments

BCC Informal _____ (date) BCC Formal 4/29/93 (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

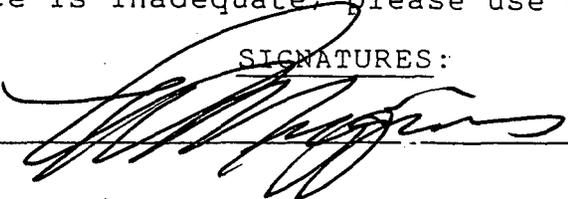
APPOINTMENTS TO:

Community Health Council

Alesandra Hde Solorio, term expires 6/30/95

(If space is inadequate, please use other side)

SIGNATURES:

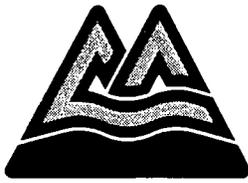
ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

30 APR 21 AM 8:25
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

ICM **RECEIVED**
APR 08 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Kathy Millard
County Chair's Office

FROM: Jan Vlahos *JV*
Health Department

DATE: March 23, 1993

SUBJECT: Community Health Council

At the March 8, 1993, meeting the council nominated Alejandra Hde Solorio as a consumer member to fill a term that expires June 30, 1995. Please facilitate approval by the Chair for her appointment.

I've enclosed a current copy of council membership for your information. We're recruiting new members, as always, so let me know if you have anyone interested who fits any of the vacant positions.

Thanks.

Enclosure.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

community health Council

B. Name Alejandra de Solorio

Address 11944 SE market

City Portland State Or Zip 97216

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

Home Phone 257-7352

C. Current Employer no

Address _____

City _____ State _____ Zip _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

D. Previous Employers

MT ST JOSEPH 4- -92 CNA

Janzen 4- -88 sewing

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

CONTACT:

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study

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.

Iliana Strauss	248-5157
Luz Elena de la Torre	256-0917

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

NONE

I. Affirmative Action Information

F spanish
sex / racial ethnic background

birth date: Month 4 Day 22 Year 58

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 Alejandra H de Solovic Date 2-8-93

lom
6/83

Hde

Meeting Date: APR 29 1993

Agenda Number: C-3

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Amendment to Interagency Agreement for MCH Hotline

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: HEALTH Division: _____

Contact: Fronk Telephone: 4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Amendment to Interagency Agreement for MCH Hotline with the Oregon Health Division, Office of Medical Assistance for the period March 1 1993 to June 30, 1993. The amendment provides state approval and funds to allow the county advertise and provide outreach services for the MCH Hotline program.

*Sent Original to H. Brane
on 5-3-93.*

1993 APR 19 PM 1:32
MULTI-NOMAH COUNTY
OREGON
COUNTY COMMISSIONER

Signatures

Elected Official: _____

OR

Department Director Billie Olegard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: March 24, 1993

SUBJECT: Amendment to Intergovernmental Agreement with Office of Medical Assistance Programs MCH Hotline

Retroactive: The amendment is effective March 1, 1993, and was not received by the County until March 16, 1993.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to Interagency Agreement for MCH Hotline "Safenet," contract #200092 with the Oregon Health Division, Office of Medical Assistance Programs, for the period March 1, 1993, to and including June 30, 1993.

Analysis: The original agreement was effective retroactive to April 1, 1991, and provides for the County to be reimbursed by the state for provision of a toll-free telephone number for use by parents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX. This amendment will allow the County to expend up to \$20,000 on general outreach and up to \$30,000 will be spent on Teen Pregnancy Prevention Outreach. The total amendment is for the additional \$176,248.

Background: This is the second agreement with the state for the MCH Hotline.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200092
Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>4/29/93</u> Carrie A. Parkerson</p> <hr/> <p>BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract This amendment will allow for approved expenditures for outreach and advertising.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division Office of Medical Assistance

Mailing Address 203 Public Service Building Salem, Oregon 97310

Phone (503) 378-2263

Employer ID# or SS# N/A

Effective Date March 1, 1993

Termination Date June 30, 1993

Original Contract Amount \$ 719,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 176,248

Total Amount of Agreement \$ 895,248

Programs _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belle Odgaard

Purchasing Director _____ (Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration _____ (Class I, Class II Contracts Only)

Encumber: Yes No

Date 4/30/93

Date _____

Date 4-18-93

Date 4-28-93

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0875					0396	Revenue 2052	\$176,248	
02.											
03.											

AMENDMENT TO
INTERAGENCY AGREEMENT
FOR MCH HOTLINE "SAFENET"

The agreement between Multnomah County health Department, the Office of Medical Assistance Program (OMAP) and the Oregon health Division for the period April 1, 1991 through June 30, 1993 is hereby amended.

Section IV FUNDING SECTION is revised as follows:

The Health Division agrees to pay Multnomah County up to a total of \$176,248.

These funds may be spent on either operational costs or outreach and advertizing expenses, based on a jointly developed budget. Operating and Advertizing expenses will be approved by the Manager of MCH Systems.

Up to \$20,000 will be spent on general outreach. Up to \$30,000 will be spent on Teen Pregnancy Prevention Outreach. The Teen Pregnancy Prevention Outreach will be jointly developed with the Health Division Teen Pregnancy Prevention Coordinator. All expenditures will be prior approved by the Coordinator. Outreach funds will be from State funds and will be fully matched by OMAP.

Section B REQUIRED REPORTING by SAFENET is amended as follows:

Multnomah County will provide a reconciliation of total expenses, billings to OMAP, billings to the Health Division, and payments received from OMAP, Oregon Health Division, or other revenue source for the period 4/1/91 to 12/31/92.

Beginning 3/1/93, Multnomah County will submit a quarterly expenditure report to the Health Division showing the following items for both the SAFENET hotline and Multnomah County Information and Referral System:

1. Outreach and Advertizing total expenditures
 - portion billed to the Health Division
 - portion billed to OMAP
 - portion billed to Good Health Plan
2. Operating expenditures
 - portion billed to the Health Division
 - portion billed to OMAP
 - portion billed to Good Health Plan

The Health Division will reimburse the County only after the Quarterly reports have been received and approved. Notice of disapproval or payment will be made no later than 60 days after billing. Final report is due to the Oregon Health Division by August 10, 1993.

MULTNOMAH COUNTY

Billi Odegaard 3/30/93
Billi Odegaard date
Director Multnomah County Health Division

H. C. Miggins 4-29-93
~~Glady's McCoy~~ date
~~Chairman~~
H. C. Miggins
Acting Chair

Laurence Kressel 4-18-93
Laurence Kressel date
County Counsel

OMAP

Jean Thorne
Jean Thorne date 3.11.93
Director
Office of Medical Assistance Programs

34:b:contracts:hotamend

OREGON HEALTH DIVISION

Donna L. Clark 2/10/93
Donna L. Clark date
Assistant Administrator
Center for Child and Family Health
Title V Director

Patty Neuhaus 2/5/93
Patty Neuhaus date
Business Manager
Center for Child and Family

Marlyn Lewis 2/8/93
Marlyn Lewis date
Fiscal Manager

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 4-29-93
Carrie A. Peterson
BOARD CLERK

JUN 08 1992

(11/16/92)

ADMIN
COMM

SHO
SUPP

ACTION	

OAS
EPI
EHS
OHS
PHL
OHP
FILE

ACTION	FF

INTERAGENCY AGREEMENT
FOR MCH HOTLINE

I. PARTIES:

The parties to this agreement are the Multnomah County Health Division (hereafter referred to as Multnomah County) and the Oregon Health Division (hereafter referred to as the Health Division) and the Office of Medical Assistance Programs (here after referred to as OMAP).

II. PURPOSE:

To provide a toll-free telephone number for the use of parents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

III. TERM:

This agreement shall be effective from April 1, 1991 to June 30, 1993.

IV. FUNDING:

The Health Division agrees to pay Multnomah County the sum of \$125,627 to pay operating expenses of the Hotline. Of this amount \$80,219 will be from non-Federal funds. Payment schedule will be as follows:

Upon receipt of the signed agreement \$40,000; followed by monthly payments of \$5,036 beginning February 1, 1992 through June 1993.

The Health Division agrees to reimburse Multnomah County for advertizing and outreach expenses based on a jointly developed budget for this purpose. These expenses will be reimbursed using non-Federal funds, and will be eligible for Medicaid reimbursement on a dollar-for dollar basis. Outreach activities will be jointly developed by the county and the Health Division. Multnomah County will invoice the Health Division quarterly for these expenditures.

Multnomah County agrees to spend a minimum of \$320,482 on Information and Referral Services using non Federal funds in addition to the funds received from the Health Division.

Multnomah County agrees to bill OMAP on a monthly basis for that portion of the hotline operational cost chargeable to the Medicaid program. It is understood that the Medicaid portion of the Hotline operational cost will not exceed 90% of the total cost of the Hotline. OMAP will pay the invoice from Multnomah County and will then bill Multnomah County for the General Fund cost of the payment to the County. Multnomah County will reimburse OMAP for the General Fund cost of the payment to the County. Multnomah County certifies that its payment to OMAP will be from non-federal funds.

The total amount paid to Multnomah County under this agreement from OMAP will not exceed \$719,000 Total Funds. The first billing from Multnomah County to OMAP will include costs for the Hotline from April 1, 1991 through the billing date. Thereafter OMAP will be billed monthly with the last bill to be received prior to August 10, 1993. Multnomah County agrees to maintain all records necessary to respond to any audit of Hotline costs billed to the Medicaid program.

V. RESPONSIBILITIES:

A. Mutual Responsibilities:

1. Attend quarterly advisory group meetings

B. Health Division

1. Establish or maintain agreements county health departments, State Health Division, Adult and Family Services Division, and Oregon Medical Assistance Programs. The agreements are for the purpose of assuring coordination and participation in policy development for the hotline. The agreements should complement the existing county information and referral service.
2. Monitor expenditures.
3. Provide management and approval for the outreach and advertising campaign plans and activities. The Health Division will provide technical assistance and liaison with all related state programs who would be funding media campaigns. Each program served by the Hotline will fund and approve media spots for their respective clients.

C. Multnomah County

1. Operate a statewide 800 number with conference calling capabilities to be in operations from 8:00 to 5:00 Monday through Friday, serving the following clients:
 - a. WIC Clients
 - b. Prenatal Low-Income Clients
 - c. Well-Child Clients, including Immunization for Children
 - d. Low-Income Children in Need of Primary Medical Service
 - e. Children in Need of Mental Health Services
 - f. Children with Special Health Care Needs (including Children with Permanent Disabilities served through CDRC)
 - g. Family Planning Clients
2. Follow operational guidelines including:
 - a. Basic referral information.
 - b. Written guidelines on how to handle calls.
 - c. Logging system to keep track of calls.
3. Maintain computer system

4. Maintain capacity for Spanish interpretation services and on call for other foreign language interpreters.
5. Be responsive to the advisory group and to the various needs of the funding agency(ies).
6. Maintain an updated listing of local resources.
7. Maintain information for the purpose of identifying providers most likely to accept Medicaid patients.
8. Maintain "callback" protocol for complex problems surrounding access to service.
9. Return hotline equipment to the Health Division if the hotline is in operation less than five years.
10. Follow Title V Assurances:
 - a. Administrative costs must be no more than 10%. Administrative costs are defined as 'Costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs. These costs include but are not limited to costs of operating and maintaining facilities for administrative personnel not directly associated with program and administrative salaries, equipment, depreciation, etc.'

D. OMAP RESPONSIBILITIES

1. Serve on Advisory Board.
2. Include MCH Hotline Toll-free number on all brochures relating to Maternal & Child Health services for Medicaid clients.
3. Will remit Medicaid Federal funds available to support the operation and ongoing outreach efforts of the Hot-line.
4. Provide information on how Medicaid providers can be accessed by Medicaid clients calling the Hotline.

REQUIRED REPORTING BY HOTLINE:

- A. Management reports. Management reports should include progress report on operation of hotline. Reports will also include number of calls by locations, and number of referrals by program area. Management reports should also include data on a sample of follow-up calls to help identify problems of access. Written and oral reports due at advisory group meetings.

- B. Quarterly Expenditure reports submitted to the Health Division. Expenditure reports shall include breakdown of expenditures for the Multnomah Information and Referral System and the State-wide Hotline. Expenditure categories required are 1) Outreach, and 2) Operations. These figures will be used to document expenditures for Medicaid matching funds. Expenditure reports will be reviewed jointly by the Health Division and Multnomah County to monitor resource needs. A Final Report will be due August 10, 1993.

VII. CIVIL RIGHTS:

All parties agree to the provisions of the Civil Rights Act of 1964, and to Title V of the Rehabilitation Act of 1973, regarding no discrimination and consideration of the handicapped.

VIII. FEDERAL REQUIREMENTS:

All parties agree to comply with the applicable requirements of P.L. 97-35 and OMB circulars A-87, A-128, A-102 in carrying out the provisions of this agreement. AGREED:

MULTNOMAH COUNTY

Billi Odegaard 4/6/92
 Billi Odegaard (date)
 Director
 Multnomah County Health Division

OREGON HEALTH DIVISION

Michael R. Skeels 1/6/91
 Michael R. Skeels (date)
 Administrator

OMAP

Jean Thorne
 Jean Thorne
 Director
 Office of Medical Assistance Programs

Donna L. Clark
 Donna L. Clark
 Assistant Administrator
 Office of Health Services,
 Title V Director

APPROVED - EXECUTIVE DEPARTMENT

Gladys McCoy 4/23/92
 Director of Delegate (date)
 Gladys McCoy, County Chair

Patty Neuhaus
 Patty Neuhaus/
 Business Manager
 Office of Health Services

4:b:contracts\hotline

Fund Codes 713-3-04-10-01-40
436-3-04-10-01-40

REVIEWED:
 LAURENCE KRESSEL, County Counsel
 for Multnomah County, Oregon
 By: [Signature]
 Date: 4-8-92

RATIFIED
Multnomah County Board
of Commissioners
 April 23, 1992 92183

Meeting Date: APR 29 1993

Agenda Number: C-4

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #4 with Oregon Health Sciences University

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth, and Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Dr. Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #4 between the Multnomah County Mental and Emotional Disabilities Program Office and Oregon Health Sciences University for the period July 1, 1992 through June 30, 1993. Amendment #4 decreases Non-Residential Adult services \$28,230 in State funds to purchase Medicaid matching funds.

*Sent Original to Kathy Tinkle
on 5-3-93.*

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 PM 11:32
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao / DB 30 March 93

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth, and Family Services Division

DATE: March 25, 1993

SUBJECT: Approval of Amendment #4 with Oregon Health Sciences University

RETROACTIVE STATUS: Amendment #4 is retroactive to July 1, 1992. The changes and date are mandated by State Mental Health Division Grant Amendment #41 which was received in late February.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of Amendment #4 between the Mental and Emotional Disabilities (MED) Program Office and Oregon Health Sciences University effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Amendment #4 decreases State funded Non-Residential Adult services \$28,230 to purchase Medicaid (Title XIX) matching funds. This action brings the net contract total to \$148,683 for FY 92/93.

Additionally, Medicaid (Title XIX) funds are adjusted to correct a previous error and to more accurately reflect newly projected usage levels.

Medicaid funds are administered and paid through the Office of Medical Assistance Programs (OMAP) and have no fiscal impact on the County. Most Medicaid vendors in the system have increasingly served eligible clients and therefore receive Medicaid payments in excess of their contract allocation. This amendment distributes new and previously unallocated pre-matched dollars to bring all providers allocations close to their anticipated annual payments.

Funding for Non-Residential Adult Services is via the State Mental Health Grant and OHSU is exempt from RFP as a government agency.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

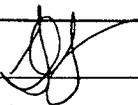
Contract # 100183

Amendment # 4

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>4/29/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department SOCIAL SERVICES Division MHYFSD Date MARCH 15, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE  Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #4 decreases MHS 20 \$28,230 to purchase Medicaid match and Medicaid funds are adjusted accordingly and to reflect accurate usage effective July 1, 1992 through June 30, 1993.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

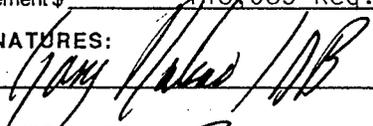
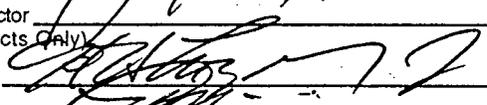
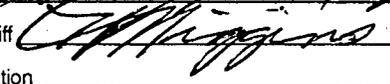
Contractor Name OREGON HEALTH SCIENCES UNIVERSITY
 Mailing Address 3181 SW Sam Jackson Park Rd., L106
Portland OR 97201
 Phone 494-4854
 Employer ID# or SS# 93-6001786W
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ 212,667
 Total Amount including Previous Amendments \$ 176,913=Req.
 Amount of Amendment \$ (28,230)
 Total Amount of Agreement \$ 148,683=Req.

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ Allotment Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager 
 Purchasing Director (Class II Contracts Only) _____
 County Counsel 
 County Chair / Sheriff 
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 30 March 93
 Date _____
 Date 4-18-93
 Date 4/29/93
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1327			6060				(28,230)	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY
 MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
 AMENDMENT NUMBER 4

DURATION OF AGREEMENT: July 1, 1992 TO: June 30, 1993 CONTRACT #: 100183
 CONTRACTOR NAME: Oregon Health Sciences University TELEPHONE: 494-4854
 CONTRACTOR ADDRESS: 3181 S.W. Sam Jackson Park Road I.R.S. NUMBER: 93-6001786W
 Portland, OR 97201 MEDICAID #: 157883

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

SERVICES UNDER MONTHLY ALLOTMENT

Service Element	Fund Source	Total Annual Amount	Change	Revised Amount	Revised Units	Basis of payment
Non-res. Adult Services	MHS 20 State	\$119,090	(\$28,230)	\$90,860	0	Service Capacity
CTS/A-A	MHS 20 State	\$13,883	\$0	\$13,883	0	Service Capacity
Partners Project:	MHS 37 State	\$43,940	\$0	\$43,940	N/A	Adjusted at year end for actual services hours
Psychiatric Consultation						
		\$176,913	(\$28,230)	\$148,683		
STATE TOTAL:		=====	=====	=====		

MEDICAID BILLING ALLOCATION

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 115.

Service Element	Fund Source	Total Annual Amount	Number of Change	Revised Amount	Revised Units	Basis of payment
Non-res. Adult	MHS 20 MEDICAID	\$147,705	\$91,352	\$239,057	0	N/A
Children & Adolescent	MHS 22 MEDICAID	\$52,050	(\$48,450)	\$3,600	0	N/A
MEDICAID TOTAL:		=====	=====	=====		

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Type of Unit	Rate per Unit
Special Projects/ Partners	MHS 37 State	Day Treatment	\$91.62/Day of service enrollment
AITP Consultation	MH 22 CGF	Hours of psychiatric consultation	\$75/Hour, up to annual maximum of \$23,400

Oregon Health Sciences University
Amendment #4

AMMENDMENT NARRATIVE:

State Funding.

(\$28,230) Effective July 1, 1992, decrease in MHS 20 Adult Services to pay match on FY93 Medicaid. This is equal to the FY92 level of Medicaid increase and presumes no additional growth in FY93. A corresponding Medicaid increase is shown below. This action will carry forward into FY94 allocation.

This action decreases FY93 State funding : (\$28,230)
to a revised total of : \$148,683

Medicaid Funding.

\$82,227 Effective July 1, 1992, increase in MHS 20 Adult Services Medicaid for projected service volume. Will carry forward to FY94.

\$9,125 Effective July 1, 1992, additional pre-matched allocation corrects an error made at contract renewal this year in MHS 20 Medicaid.

(\$48,450) Effective July 1, 1992, decrease in MHS 22 represents a re-distribution of Medicaid allocation across children's programs, based on projected FY93 need.

This action increases FY93 Medicaid allocation : \$42,902
to a revised total of : \$242,657

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____ Date
Agency Board Chairperson

By Rex Surface 3/13/93
Rex Surface Date
Program Manager

By _____ Date
Agency Executive Director

By Gary W. Smith 3/29/93
Gary W. Smith Date
Division Director

By H.C. Miggins 4/29/93
~~XXXXXXXXXX~~ H.C. Miggins Date
Acting Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Laurence Kessel 4.18.93
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 4-29-93
Carrie A. Platter
BOARD CLERK

Meeting Date: APR 29 1993
Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to the Intergovernmental agreement with Clackamas County for Electronic Monitoring Services

BOARD BRIEFING _____ (date) REGULAR MEETING _____ (date)

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Chris White TELEPHONE 3202

PERSON(S) MAKING PRESENTATION Harold Ogburn/Jim Anderson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This amendment increases the dollars available to cover electronic monitoring services through June 30, 1993 for juveniles awaiting disposition and court ordered to participate.

Contract #: 101903

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Gary Nelson

(All accompanying documents must have required signatures)

*Sent Original to
Chris White on 5-3-93.*

BOARD OF
COUNTY COMMISSIONERS
CLACKAMAS COUNTY
OREGON
1993 APR 19 PM 1:32



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy, Chair
Multnomah County Board of commissioners

VIA: Dr. Gary Hansen, Director
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: March 31, 1993

SUBJECT: Approval of an amendment to the Intergovernmental Agreement between
the Juvenile Justice Division and Clackamas County Corrections

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of a contract amendment between Clackamas County Corrections and the Juvenile Justice Division for continuation of electronic monitoring as an alternative to detention. This contract amendment will be effective upon execution through June 30, 1993.

BACKGROUND/ANALYSIS: The Juvenile Justice Division has an agreement with Clackamas County Corrections to provide electronic monitoring services to Multnomah County youth who are court ordered to receive such services while awaiting formal disposition. Because of an increase in the usage of these electronic monitoring services by Multnomah County Juvenile Court Judges and Referees, additional dollars are needed to pay for this service through the end of the current fiscal year.

The Division strongly recommends approval of this contract amendment.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 101903
Amendment # 1

MULTNOMAH COUNTY OREGON

CLASS I: [X] Professional Services under \$25,000
CLASS II: [] Professional Services over \$25,000 (RFP, Exemption), [] PCRB Contract, [] Maintenance Agreement, [] Licensing Agreement, [] Construction, [] Grant, [] Revenue
CLASS III: [] Intergovernmental Agreement
APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 4/29/93
Carrie A. Parkerson
BOARD CLERK

Department Social Services Division Juvenile Justice Date March 30, 1993

Contract Originator Chris White JA Phone 3202 Bldg/Room 311/JJD

Administrative Contact Chris White Phone 3202 Bldg/Room 311/JJD

Description of Contract This amendment provides funds for the continuation of electronic monitoring as an alternative to detention through the end of the fiscal year.

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

ORS/AR # Contractor is [] MBE [] WBE [] QRF

Contractor Name Clackamas County Corrections
Mailing Address 1024 Main St.
Oregon City, OR 97045
Phone 655-8779
Employer ID# or SS#
Effective Date upon execution
Termination Date June 30, 1993
Original Contract Amount \$ 5,000
Total Amount of Previous Amendments \$ 0
Amount of Amendment \$ 7,000
Total Amount of Agreement \$ 12,000

Remittance Address (If Different)

Payment Schedule Terms
[] Lump Sum \$ [] Due on receipt
[X] Monthly \$ upon receipt of billing invoice & prgm. review
[] Other \$ [] Other
[] Requirements contract - Requisition required.
Purchase Order No.
[] Requirements Not to Exceed \$

REQUIRED SIGNATURES:

Department Manager [Signature]
Purchasing Director [Signature]
County Counsel [Signature]
County Chair / Sheriff [Signature]
Contract Administration (Class I, Class II Contracts Only)

Encumber: Yes [] No []
Date 7 April 93
Date 4-18-93
Date 4/29/93
Date

Table with columns: 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. Row 1: 01, 156, 010, 2588, 6060, DNZG, Downsizing CSD, \$7,000.

MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
CONTRACT 101903 AMENDMENT 1

TERM OF AMENDMENT: Upon Execution
CONTRACTOR NAME: Clackamas County
CONTRACTOR ADDRESS: 1024 Main Street
Oregon City, OR 97045

TO: June 30, 1993
TELEPHONE: 655-8779
IRS NO.:

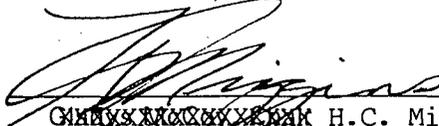
This amendment is to that certain contract dated upon execution, between the Multnomah County Juvenile Justice Division, referred to as the "COUNTY", and Clackamas County, referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I COMPENSATION:

Section 3. A. COUNTY agrees to pay CONTRACTOR an additional \$7,000 for performance of those services provided hereunder. In no event shall the compensation of CONTRACTOR exceed a total of \$12,000.

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

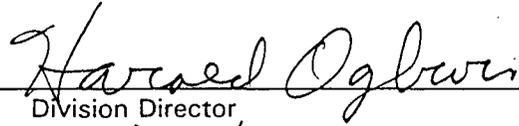
By: _____
Contractor

By: 
H.C. Miggins, Acting Chair
Board of County Commissioners

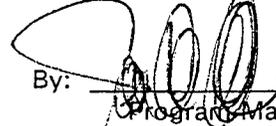
Date: _____

Date: 4-29-93

Contractor's I.D. Number

By: 
Harold Oglwen
Division Director

Date: 3/31/93

By: 
Program Manager

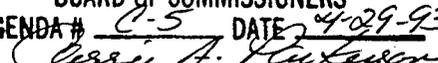
Date: 3-31-93

REVIEWED By: 

for:

LAWRENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date: 4-18-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 4-29-93

BOARD CLERK

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-6

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

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

Contract # 15728 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

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

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

*Order 93-121 - Sent to
Larry Baxter 5-3-93.*

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:09
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15728)
for the Sale of Certain Real Property) ORDER 93-121
to)
JERRY TJEKES)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from JERRY TJEKES a bid for the sum of \$13,900.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,780.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

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

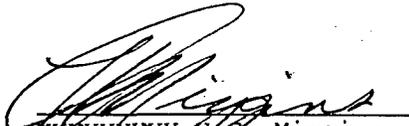
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with JERRY TJEKES for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

HIGHLAND
EXC PT IN ST-W 60' OF LOTS 1 & 2, BLOCK 22

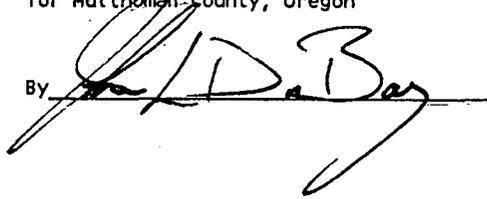
for the sum of \$13,900.00, payable as follows: \$2,780.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$157.24 each, over a term of 96 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of April, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins
Acting Multnomah County Chair

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

By 

THIS AGREEMENT, made this 29th day of April, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JERRY TJEKES hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

HIGHLAND
EXC PT IN ST-W 60' OF LOTS 1 & 2, BLOCK 22

A. Purchase Price.

Purchaser agrees to pay the sum of \$13,900.00, to be paid \$2,780.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$157.24 over a term of 96 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

9521 NE GERTZ COURT
PORTLAND OR 97211

E. Assignment

This contract cannot be assigned.

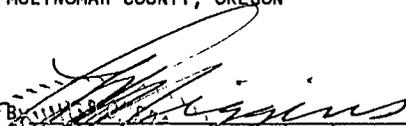
F. Conveyance of Title

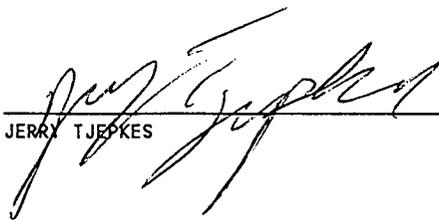
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


E. Miggins
Acting Multnomah County, Oregon


JERRY TJEPKES



CONTRACT APPROVED:

By 
F. Wayne George, Director
Facilities and Property Management

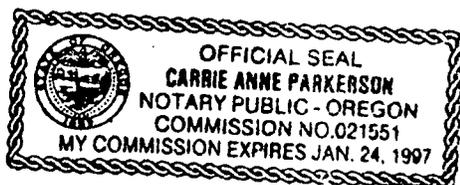
REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Meeting Date) **APR 29 1993**
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

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

Contract # 15739 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) *[Signature]* JLD

OTHER: Facilities & Property Management *[Signature]* R. Phelan

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

Order 93-122 sent to Larry Baxter 5-3-93.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15739)
for the Sale of Certain Real Property) ORDER 93-122
to)
ROSLYN B. HILL)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from ROSLYN B. HILL a bid for the sum of \$28,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,800.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

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

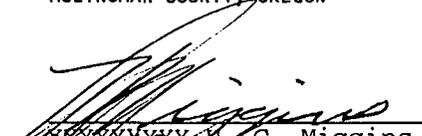
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with ROSLYN B. HILL for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

VERNON
LOT 1, BLOCK 44

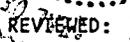
for the sum of \$28,000.00, payable as follows: \$2,800.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$270.90 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of April, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H. C. Miggins

Acting Multnomah County Chair


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

By 

CONTRACT

15739
page 1 of 3

THIS AGREEMENT, made this 29th day of April, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ROSLYN B. HILL hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

VERNON
LOT 1, BLOCK 44

A. Purchase Price.

Purchaser agrees to pay the sum of \$28,000.00, to be paid \$2,800.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$270.90 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

316 NE THOMPSON
PORTLAND OR 97212

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

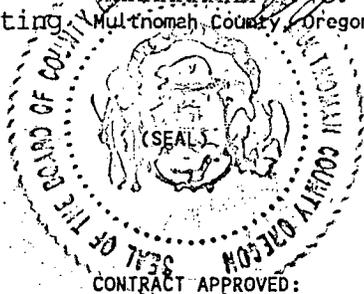
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By [Signature]
Christine McCay, Chair
Acting Multnomah County, Oregon

[Signature]
ROSLYN B. HILL



By [Signature]
F. Wayne George, Director
Facilities and Property Management

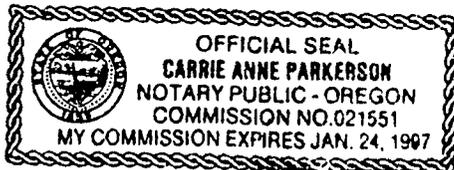
REVIEWED:

[Signature]
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk to Use)
Meeting Date APR 29 1993
Agenda No. C-8

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

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

Contract # 15744 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *John BH Whelan*

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *R. Oberst*

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

*Order 93-123 sent to
Larry Baxter 5-3-93.*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:06

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15744)
for the Sale of Certain Real Property) ORDER 93-123
to)
MICHAEL D. SUMMERS)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from MICHAEL D. SUMMERS a bid for the sum of \$5,400.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$1,500.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

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

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

HAROLD ADD
S 1/2 OF LOTS 1 & 2, BLOCK 2

for the sum of \$5,400.00, payable as follows: \$1,500.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$79.09 each, over a term of 60 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of April, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Handwritten Signature]
H. C. Miggins
Acting Multnomah County Chair

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

By *[Handwritten Signature]*

THIS AGREEMENT, made this 29th day of April, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MICHAEL D. SUMMERS hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

HAROLD ADD
S 1/2 OF LOTS 1 & 2, BLOCK 2

A. Purchase Price.

Purchaser agrees to pay the sum of \$5,400.00, to be paid \$1,500.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$79.09 over a term of 60 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

9617 SE DUKE ST
PORTLAND OR 97266

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

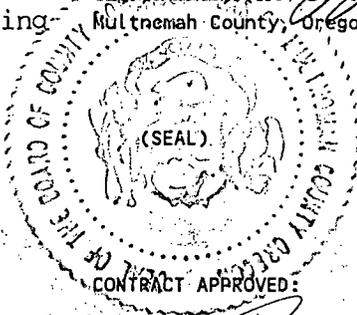
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *H. C. Miggins*
Clayton McCoy, H. C. Miggins
Acting Multnomah County, Oregon

Michael D. Summers
MICHAEL D. SUMMERS



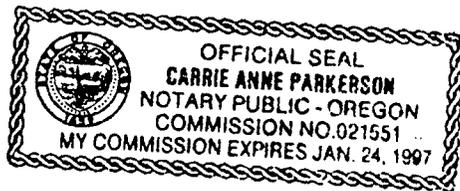
By *F. Wayne George*
F. Wayne George, Director
Facilities and Property Management

REVIEWED:
John L. DuBay
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-9

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: REQUEST APPROVAL FOR A PUBLIC SALE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of the public sale of the following property acquired thru tax foreclosure.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

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

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

*Order 93-124 sent to
Larry Baxter 5-3-93.*

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:06
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of
Property Acquired by Multnomah
County Through the Foreclosure
of Liens for Delinquent Taxes

} ORDER 93-124
}

It appearing that various properties on which liens for delinquent taxes were foreclosed have been deeded to Multnomah County and it is for the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110;

Terms of the sale are as follow:

Contract Terms: 10% down, balance payable in equal monthly installments, including interest at the rate of 7% per annum over a period not to exceed 20 years.

Now, therefore, it is hereby ORDERED that the Sheriff be, and he hereby is, directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the property described in the following list for not less than the minimum price set below the description of said property in said list; which list of property, market value and minimum price follows:

Legal Description: SAGINAW HEIGHTS LOT 12, BLOCK 17 73680-3730
Property Location: 4842 SE 87th Ave. Portland
Market Value: \$52,600.00 Minimum Bid: \$52,600.00

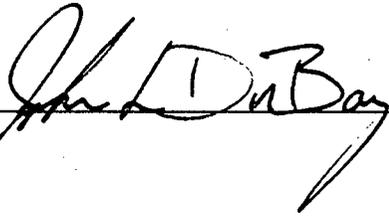
Dated at Portland, Oregon this 29th day of April, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy H.C. Miggins
Acting Multnomah County Chair

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-10

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

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

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of deed to contract purchaser, Charles D. Burroughs upon complete performance of contract #15745

Deed D9308881 and Board orders included.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Paul BH William*

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *RRobert*

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

Order 93-125 sent to Larry Baxter 5-3-93.

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:05
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930881 upon Complete Performance of) ORDER 93-125
a Contract to)
CHARLES D. BURROUGHS)

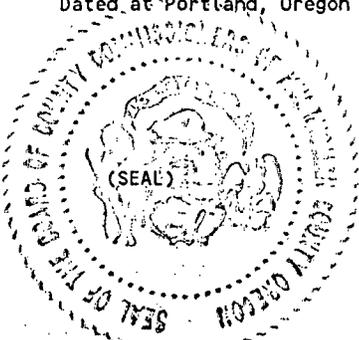
It appearing that heretofore on March 29, 1993, Multnomah County entered into a contract with CHARLES D. BURROUGHS for the sale of the real property hereinafter described; and

That 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 hereby 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:

PENINSULAR ADD 2
LOTS 16 & 17, BLOCK 10

Dated at Portland, Oregon this 29th day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Signature]
Gloria McRoy H. Miggins
Acting Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *[Signature]*

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES D. BURROUGHS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD 2
LOTS 16 & 17, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,100.00.

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

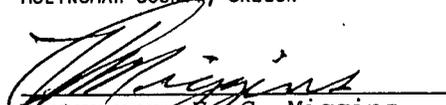
Until a change is requested, all tax statements shall be sent to the following address:

1904 SE ELLIOTT AVE
PORTLAND OR 97214

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H. C. Miggins

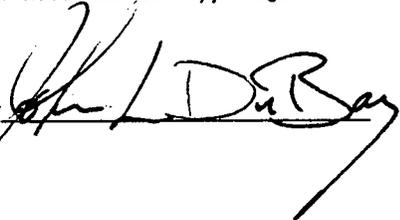
Acting Multnomah County Chair

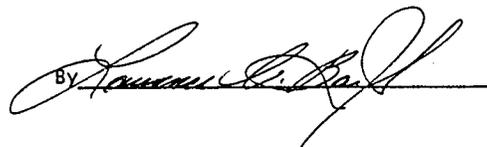
REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

By 

By 

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-11

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

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

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of deed to contract purchaser, Charles D. Burroughs upon complete performance of contract #15746

Deed D9308882 and Board orders included.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *R. Christ*

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

*Order 93-126 sent to
Larry Baxter 5-3-93*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930882 Upon Complete Performance of) ORDER 93-126
a Contract to)
CHARLES D. BURROUGHS)

It appearing that heretofore on March 29, 1993, Multnomah County entered into a contract with CHARLES D. BURROUGHS for the sale of the real property hereinafter described; and

That 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 hereby 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:

PENINSULAR ADD #4
LOTS 22 & 23, BLOCK 43

Dated at Portland, Oregon this 29th day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

C. Miggins
C. Miggins
Acting Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *J. L. DeBay*

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES D. BURROUGHS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD #4
LOTS 22 & 23, BLOCK 43

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,100.00.

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

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

1904 SE ELLIOTT AVE
PORTLAND, OR 97214

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Signature]
Acting ~~Chair~~ C. Miggins
Multnomah County Chair

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

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

By *[Signature]*

By *[Signature]*

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-12

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

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

Contract # 15747 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *BH Willis*

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *Alberst*

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

Order 93-127 sent to Larry Baxter 5-3-93.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:06

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15747)
for the Sale of Certain Real Property) ORDER 93-127
to)
WYONA M. CLEMENT)
& RANDALL J. HENRICHS)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from WYONA M. CLEMENT & RANDALL J. HENRICHS a bid for the sum of \$12,800.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than \$2,560.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

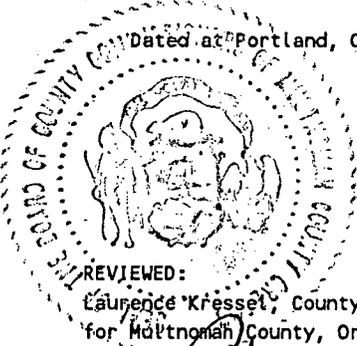
It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

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

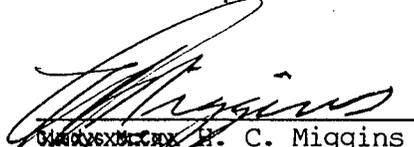
M PATTONS ADD & 2ND
LOT 3, BLOCK 35

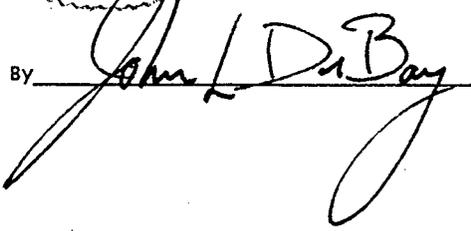
for the sum of \$12,800.00, payable as follows: \$2,560.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$144.79 each, over a term of 96 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of April, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Multnomah County Chair

By 

CONTRACT

15747

page 1 of 3

THIS AGREEMENT, made this 29th day of April, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and WYONA M. CLEMENT & RANDALL J. HENRICHS hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

M PATTONS ADD & 2ND
LOT 3, BLOCK 35

A. Purchase Price.

Purchasers agree to pay the sum of \$12,800.00, to be paid \$2,560.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$144.79 over a term of 96 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

5265 NE CLEVELAND PORTLAND OR 97211

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

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

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

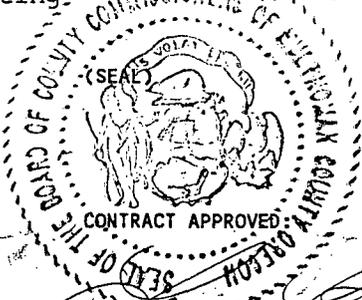
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *H. C. Miggins*
~~Stacy McCoy~~ H. C. Miggins
Multnomah County, Oregon

Acting

Wyona M. Clement
WYONA M. CLEMENT

Randall J. Henrichs
& RANDALL J. HENRICHS



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

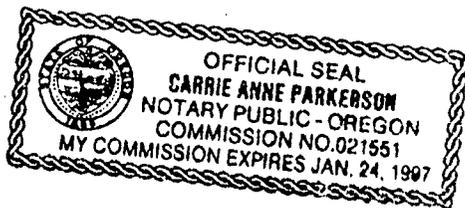
REVIEWED:

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

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Meeting Date) **APR 29 1993**
Agenda No. C-13

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

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

Contract # 15754 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *Robert*

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

Order 93-138 sent to Larry Baxter 5-3-93.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1993 APR 19 AM 9:00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15754)
for the Sale of Certain Real Property) ORDER 93-128
to)
R. MICHAEL DYER)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from R. MICHAEL DYER a bid for the sum of \$13,200.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,640.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

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

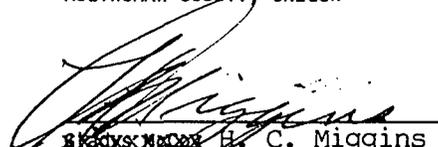
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with R. MICHAEL DYER for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

GARRISON'S SUB
E 1/2 OF LOT 5, BLOCK 9

for the sum of \$13,200.00, payable as follows: \$2,640.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$149.32 each, over a term of 96 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of April, 1993

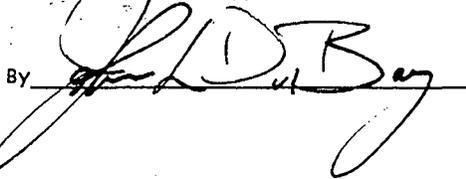
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



~~XXXXXXXXXX~~ H. C. Miggins
Acting Multnomah County Chair



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

By 

THIS AGREEMENT, made this 29th day of April, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and R. MICHAEL DYER hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

GARRISON'S SUB
E 1/2 OF LOT 5, BLOCK 9

A. Purchase Price.

Purchaser agrees to pay the sum of \$13,200.00, to be paid \$2,640.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$149.32 over a term of 96 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

C. Default

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

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

D. Tax Notice

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

12660 SE HURON
CLACKAMAS OR 97015

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

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

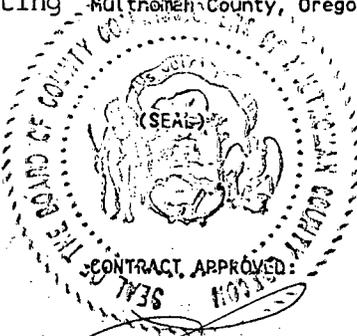
IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *H. C. Miggins*
H. C. Miggins

Acting Multnomah County, Oregon

R. Michael Dyer
R. MICHAEL DYER



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

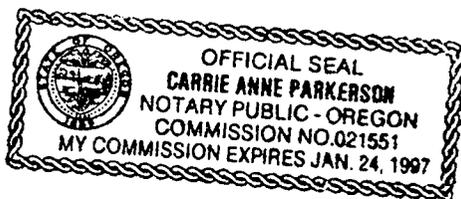
REVIEWED

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **APR 29 1993**
Agenda No. C-14

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of repurchase by former owner.

Deed D930856, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

OTHER: Facilities & Property Management *R. Oberst*

MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:06
BOARD OF
COUNTY COMMISSIONERS

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

*Order 93-129 sent to
Larry Baxter 5-3-93.*



**MULTNOMAH
COUNTY**

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

DATE 2-16-93

RECEIVED OF John & Ora Hart

ADDRESS 616 NE Beech

MO# 27936856	1,000	00
MO# 27936857	500	00
CASH	1,000	00
CR # 11	9,282	56
TOTAL	11,782	56

RECEIVED

RECEIPT NO.

P 06880

By J Maxwell

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D930856 for Certain Tax) ORDER 93-129
Acquired Property to:)
JOHN H. HART)
AND ORA L. HART)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that JOHN H. HART AND ORA L. HART are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$11,782.56 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

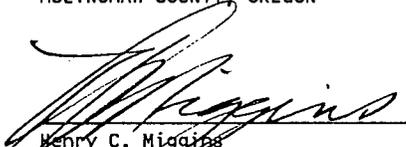
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owners the following described property situated in the County of Multnomah, State of Oregon:

LINCOLN PARK
LOTS 1&2, BLOCK 20

Dated at Portland, Oregon this 29th day of April, 1993

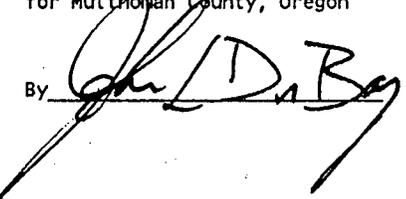


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins
Acting County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

DEED D930856

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN H. HART AND ORA L. HART, Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK
LOTS 1&2, BLOCK 20

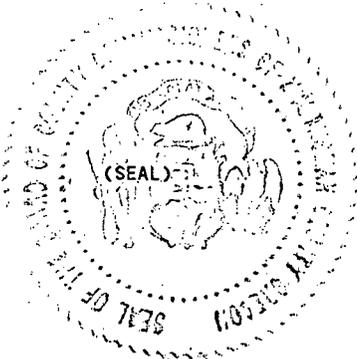
The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,782.56.

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

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

616 NE BEECH ST
PORTLAND, OR 97212-2129

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of April, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Higgins
Acting County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

DEED APPROVED:

F. Wayne George
Facilities and Property Management

By

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____.

(For Clerk's Use)

Meeting Date APR 29 1993

Agenda No. C-15

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF DEFAULTED LAND SALE CONTRACT

Informal only _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of Land Sales Contract #15302R to George and Mary Golden.

2. Purchasers have failed to make the monthly payments as required by contract and have failed to pay their delinquent 1991/1992 real property taxes as required by the contract.

3. Notice of Default (see attached) was sent Certified and First Class on January 26, 1993 to Contract Purchasers and they have failed to cure the default.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *BH Willis*

BUDGET/PERSONNEL: _____ .

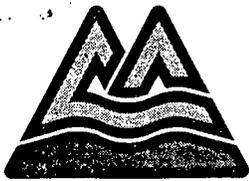
COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract *JLD* .

OTHER: *FACILITIES MANAGEMENT R. M. Sherst* .
(Purchasing, Facilities Management, etc)

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

Order 93-130 sent to Larry Baxter 5-3-93.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:10



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
 MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

JANUARY 26, 1993

GEORGE GOLDEN
 AND MARY GOLDEN
 6372 NE CLEVELAND AVE
 PORTLAND, OR 97211

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15302R RECORDED ON August 6, 1991, BOOK 2442, PAGE 2393 BETWEEN MULTNOMAH COUNTY AND GEORGE GOLDEN AND MARY GOLDEN FOR THE PROPERTY LEGALLY DESCRIBED AS:

PIEDMONT LOT 9, BLOCK 44 (65780-6850B) commonly known as 6372 NE CLEVELAND.

THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$230.00 EACH FOR 8 MONTHS FOR A TOTAL OF \$1,840.00 AND THAT YOU HAVE FAILED TO PAY 1991/92 REAL PROPERTY TAXES IN THE AMOUNT OF \$1,224.20 PLUS INTEREST.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE **DEFAULT** MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE **DEFAULT** IS NOT CURED BEFORE March 31, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,

LAURENCE C. BAXTER
 MANAGER, TAX TITLE UNIT

460
 1840
 2300

CC: OCCUPANT 6372 NE CLEVELAND AVE PORTLAND, OR 97211

Page two of two

15302R

NOTICE OF DEFAULT

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) SS

I, Laurence C. Baxter, being first duly sworn, depose and say that I am the Manager of the Multnomah County Tax Title unit and that a Notice of Default, a copy of which is on page one was mailed by first class and certified on January 26, 1993.

Laurence C. Baxter

Subscribed and sworn to before me this 26th day of January, 1993.

Beverly E. Scott

Notary Public for Oregon



103

010990

STATE OF OREGON }
Multnomah County } ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

JAN 28 1993 8 30 AM
MULTNOMAH COUNTY OREGON

In Book On Page
BOOK 2643 PAGE 138
witness my hand and seal of office affixed.
Recorder of Conveyances

M. Warren
Deputy

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15302R)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
GEORGE GOLDEN) 93-130
and MARY GOLDEN)
Upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchasers, GEORGE GOLDEN and MARY GOLDEN, by contract dated July 15, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

PIEDMONT LOT 9, BLOCK 44

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$230.00 since June 15, 1992 for a total of \$1,840.00 and that purchaser failed and neglected to pay before delinquency taxes for the years 1991/1992 in the amount of \$1,224.20 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240; and

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon GEORGE GOLDEN at 6372 NE CLEVELAND AVE PORTLAND, OR 97211, and a return of service be made upon such copy of the order; and

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon MARY GOLDEN at 6372 NE CLEVELAND AVE PORTLAND, OR 97211, and a return of service be made upon such copy of the order.

(Dated this 29th day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

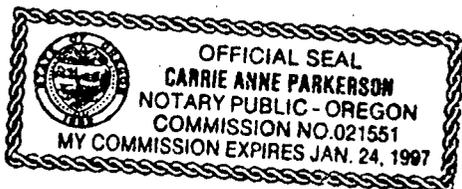
REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. O'Bay*

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date APR 29 1993

Agenda No. C-16.

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF DEFAULTED LAND SALE CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of Land Sales Contract #15499R1 to Janice C. O'Neal.
2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay their delinquent 1991/1992 real property taxes as required by the contract.
3. Notice of Default (see attached) was sent Certified and First Class on January 27, 1993 to Contract Purchasers and she has failed to cure the default.

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

- [] FISCAL/BUDGETARY
- [] General Fund
- [X] Other Tax Title Fund .

SIGNATURES:

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

BUDGET/PERSONNEL: _____ .

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) [Signature] .

OTHER: [Signature] FACILITIES MANAGEMENT [Signature] .
(Purchasing, Facilities Management, etc)

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:08

Order 93-131 sent to Larry Baxter 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15499R)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
JANICE C. O'NEAL) 93-131
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, JANICE C. O'NEAL, by contract dated September 24, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

CAPITOL HILL E 1/2 OF LOT 20, BLOCK 42; LOT 21, BLOCK 42

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$130.00 since April 15, 1993 for a total of \$1,170.00 and that purchaser failed and neglected to pay before delinquency taxes for the years 1991/1992 in the amount of \$1,126.57 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDER that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon JANICE C. O'NEAL at 1207 SW DOLPH ST PORTLAND, OR 97219 and a return of service be made upon such copy of the order.

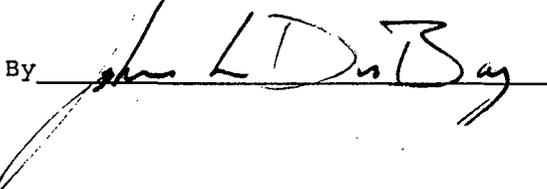
dated this 29th day of April, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Multnomah County Chair



REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

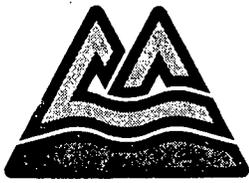
On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
 MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

JANUARY 27, 1993

JANICE C. O'NEAL
 1207 SW DOLPH ST
 PORTLAND, OR 97219

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15499R RECORDED ON October 10, 1991, BOOK 2464, PAGE 2667 BETWEEN MULTNOMAH COUNTY AND JANICE C. O'NEAL FOR THE PROPERTY LEGALLY DESCRIBED AS:

CAPITOL HILL E 1/2 OF LOT 20, BLOCK 42; LOT 21, BLOCK 42
 (13390-7980B) commonly known as 1207 SW DOLPH ST.

THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$130.00 EACH FOR 9 MONTHS FOR A TOTAL OF \$1,170.00 AND THAT YOU HAVE FAILED TO PAY 1991/92 REAL PROPERTY TAXES IN THE AMOUNT OF \$1,126.57 PLUS INTEREST.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE **DEFAULT** MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE **DEFAULT** IS NOT CURED BEFORE **March 31, 1993**, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,


 LAURENCE C. BAXTER
 MANAGER, TAX TITLE UNIT

CC:

Page one of two

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date APR 29 1993
Agenda No. C-17

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF DEFAULTED LAND SALE CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of Land Sales Contract #15244R1 to William and Dorothy Jelinek.

2. Purchasers have failed to make the monthly payments as required by contract.

3. Notice of Default (see attached) was sent Certified and First Class on January 27, 1993 to Contract Purchasers and they have failed to cure the default.

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[] FISCAL/BUDGETARY

[] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

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

BUDGET/PERSONNEL: _____ .

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) *RCD* .

OTHER: *B* FACILITIES MANAGEMENT *R/Oberst* .
(Purchasing, Facilities Management, etc)

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:03
MULTNOMAH COUNTY
OREGON

*Order 93-132 sent to
Larry Baxter 5-3-93.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15244R1)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
WILLIAM J. JELINEK) 93-132
and DOROTHY M. JELINEK)
Upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchasers, WILLIAM J. JELINEK and DOROTHY M. JELINEK, by contract dated September 16, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

GRAYBROOK ADD LOTS 5 & 6, BLOCK 1

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$66.77 since March 15, 1992 for a total of \$667.70 and that purchaser failed and neglected to pay before delinquency taxes for the years in the amount of plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

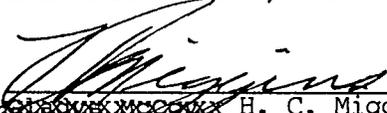
IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240; and

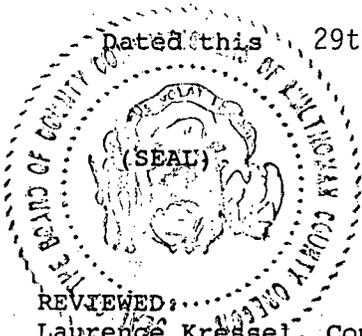
IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon WILLIAM J. JELINEK at 7522 N OMAHA ST PORTLAND, OR, and a return of service be made upon such copy of the order; and

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon DOROTHY M. JELINEK at 7522 N OMAHA ST PORTLAND, OR, and a return of service be made upon such copy of the order.

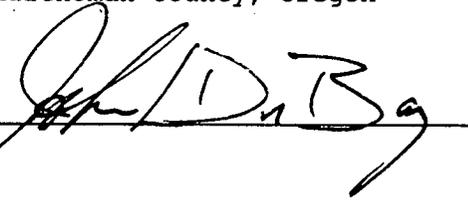
Dated this 29th day of April, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Multnomah County Chair



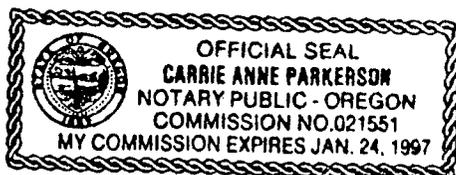
REVIEWED:.....
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) SS

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

JANUARY 27, 1993

WILLIAM J. JELINEK
AND DOROTHY M. JELINEK
7522 N OMAHA ST
PORTLAND, OR

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15244R1 RECORDED ON September 23, 1991, BOOK 2459, PAGE 418 BETWEEN MULTNOMAH COUNTY AND WILLIAM J. JELINEK AND DOROTHY M. JELINEK FOR THE PROPERTY LEGALLY DESCRIBED AS:

GRAYBROOK ADD LOTS 5 & 6, BLOCK 1 (33950-0050D) commonly known as 7522 N OMAHA ST.

THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$66.77 EACH FOR 10 MONTHS FOR A TOTAL OF \$667.70.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE **DEFAULT** MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE **DEFAULT** IS NOT CURED BEFORE March 31, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,


LAURENCE C. BAXTER
MANAGER, TAX TITLE UNIT

CC:

Page one of two

Page two of two

15244R1

NOTICE OF DEFAULT

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) SS

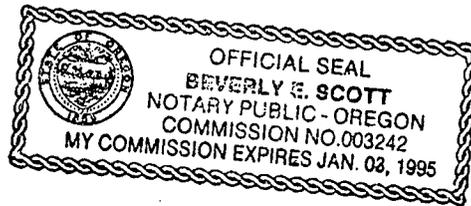
I, Laurence C. Baxter, being first duly sworn, depose and say that I am the Manager of the Multnomah County Tax Title unit and that a Notice of Default, a copy of which is on page one was mailed by first class and certified on January 27, 1993.

Laurence C. Baxter

Subscribed and sworn to before me this 27th day of January, 1993.

Beverly E. Scott

Notary Public for Oregon



13

010995

STATE OF OREGON }
Multnomah County } ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

JAN 28 1993 - 8 30 AM
MULTNOMAH COUNTY OREGON

In Book _____ On Page _____

BOOK 2643 PAGE 148

witness my hand and seal of office affixed.

Recorder of Conveyances

M. Walden

Deputy

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date **APR 29 1993**
Agenda No. C-18

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed upon complete performance of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

Request approval of deed to former owner for satisfaction of contract.

Orders, Deed and supplemental information attached. D930883

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *BH William*

BUDGET/PERSONNEL: _____

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

OTHER Facilities & Property Management *Robert*

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:09

*Order 93-133 sent to
Larry Baxter 5-3-93.*

CHICAGO TITLE INSURANCE COMPANY

10415 S.E. STARK STREET, PORTLAND, OREGON 97216 (503) 255-1221



April 1, 1993

Multnomah County Fax 248-5082

ATTN: Beverly Scott

RE: Phyllis Simmons
6911 N.Tyler Avenue
Portland, Oregon

Dear Beverly,

Chicago Title Company is in the process of closing a real estate transaction on the above captioned property. This sale has progressed to the point that we now need a Payoff Demand from Multnomah County, together with the Contract Fullfillment Deed.

Please forward these documents to me at your very earliest convenience. If you have any questions, please be sure and call me.


Cindy Koch
Escrow Officer

MULTNOMAH COUNTY OREGON

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



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Received by _____ Date _____

Mailed to Title Co _____

CHICAGO TITLE INSURANCE COMPANY
CINDY KOCH
10415 SE STARK ST
PORTLAND OR 97216

RE: DEED D930883

LEGAL DESCRIPTION: A L MINERS
LOTS 24-26, BLOCK 24
00010-0860

PROPERTY ADDRESS: 6911 N TYLER AVE

Enclosed is our deed covering the above property issued to PHYLLIS SIMMONS.

Please collect \$9,894.64 until April 15, 1993. Interest accumulates at the rate of \$2.70 a day if the transaction is closed after that date.

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

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

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

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

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

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930883 Upon Complete Performance of) ORDER 93-133
a Contract to)
PHYLLIS SIMMONS)

It appearing that heretofore on November 16, 1989, Multnomah County entered into a contract with PHYLLIS SIMMONS for the sale of the real property hereinafter described; and

That 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;

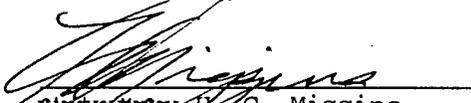
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

A L MINERS
LOTS 24-26, BLOCK 24

Dated at Portland, Oregon this 29th day of April, 1993.

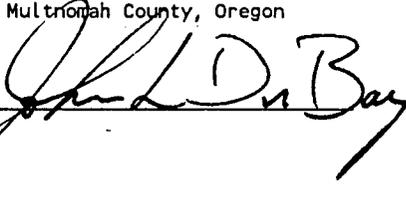


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


~~James Miggins~~ H. C. Miggins
Acting Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

DEED D930883

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

A L MINERS
LOTS 24-26, BLOCK 24

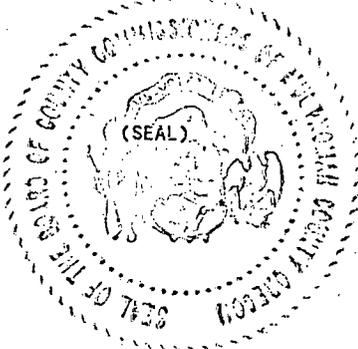
The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,799.82.

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

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

6911 N TYLER ST
PORTLAND, OR 97203

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

~~Rhonda McCox~~ H. C. Miggins
Acting Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

By

By

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared HENRY C. MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of Multnomah County.

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



Carrie Anne Parkerson
Carrie Anne Parkerson
Notary Public for Oregon

My Commission Expires:
January 24, 1997

Meeting Date: APR 15 1993

Agenda No.: R-3

(Above space for Clerk's Office Use)

APR 29 1993

R-1

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PUBLIC HEARING - Service Districts

BCC Informal _____ (date) BCC Formal 4/15/93 (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE X-5050

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

PUBLIC HEARING AND FIRST MEETING OF THE BOARD OF COUNTY COMMISSIONERS SITTING AS THE BUDGET COMMITTEE FOR DUNTHORPE-RIVERDALE SANITARY SERVICE DISTRICT NO. 1, AND MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO.14 REGARDING ACCEPTANCE AND APPROVAL OF FISCAL YEAR 1993-94 BUDGETS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Madys McCoy

Or

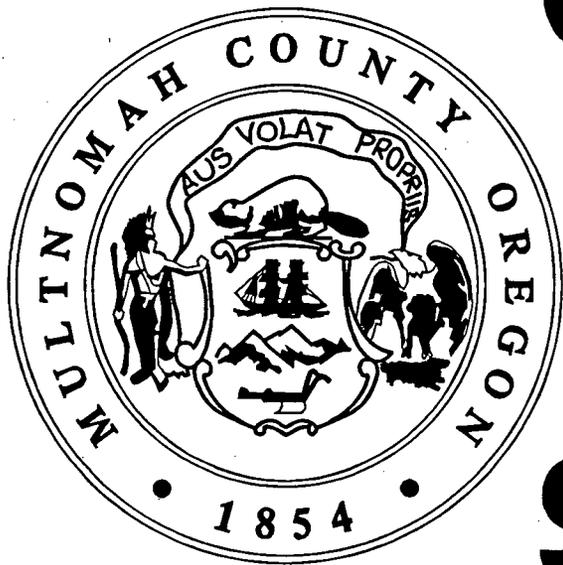
DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR - 8 AM 10:18

(All accompanying documents must have required signatures)

Sent To Fax Supervising Comm. + Shaun Caldwell on 5-3-93.

Multnomah County



Service District Budgets Fiscal Year 93-94

TABLE OF CONTENTS

	PAGE
BUDGET STATEMENT	2
SUMMARY OF REQUIREMENTS - All Districts	3
DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1	
Budget Message	4
General Fund	5
Sinking Fund	7
MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	8
General Fund	9

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 90-91</u>	<u>ACTUAL 91-92</u>	<u>BUDGET 92-93</u>	<u>PROPOSED 93-94</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	501,513	500,399	595,000	610,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	<u>1,370,286</u>	<u>1,091,249</u>	<u>996,000</u>	<u>786,000</u>
TOTAL	<u>1,871,799</u>	<u>1,591,648</u>	<u>1,591,000</u>	<u>1,396,000</u>

REIMBURSEMENTS TO COUNTY
1993-94 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	3,000	4,000	7,000
Mid County	<u>6,500</u>	<u>12,000</u>	<u>18,500</u>
TOTAL	<u>9,500</u>	<u>16,000</u>	<u>25,500</u>

0078j

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 550 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the city of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego.

The present service charge is \$18.50 per month.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

The district's general obligation bonds were retired in January of 1991, leaving no bonded debt for any Multnomah County county service district. The Bond Sinking Fund information is retained for historic purposes only.



RESOURCES

General

Dunthorpe Riverdale Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA			RESOURCE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>		
ACTUAL		ADOPTED BUDGET		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>	THIS YEAR <u>92-93</u>				
			Beginning Fund Balance:			
1			1. *Available Cash on Hand (Cash Basis), or			1
2	339,427	364,318**	2. *Net Working Capital (Accrual Basis)	450,000		2
3			3. Previously Levied Taxes Estimated to be Received			3
4	30,349	21,552	4. Interest	25,000		4
5			5. OTHER RESOURCES			5
6	7,544	0	6. Connection Fees	10,000		6
7	95,019	114,529	7. Sewer User Service Charges	125,000		7
8			8.			8
9			9.			9
10			10.			10
11			11.			11
12			12.			12
13			13.			13
14			14.			14
15			15.			15
16			16.			16
17			17.			17
18			18.			18
19			19.			19
20			20.			20
21			21.			21
22			22.			22
23			23.			23
24			24.			24
25			25.			25
26			26.			26
27			27.			27
28			28.			28
29	472,339	500,399	29. Total Resources, Except Taxes to be Levied	610,000		29
30			30. Taxes Necessary to Balance Budget			30
31	0	0	31. Taxes Collected in Year Levied			31
32	472,339	500,399	32. TOTAL RESOURCES	610,000		32

**Includes 1990-91 Bond Sinking Fund Final Ending Fund Balance.

*Includes Unappropriated Balance budgeted last year.



EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Dunthorpe Riverdale Service District

NAME OF ORGANIZATIONAL UNIT - FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA				EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>			
ACTUAL		ADOPTED BUDGET	PROPOSED BY BUDGET OFFICER		APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY		
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>	THIS YEAR <u>92-93</u>						
				PERSONAL SERVICES				
1				1.				1
2				2.				2
3				3.				3
4				4.				4
5				5.				5
6				6.				6
7				7. TOTAL PERSONAL SERVICES				7
				MATERIALS AND SERVICES				
1				1. Multnomah County Charges:				1
2	0	8,000	4,000	2. Gen. Fund Serv. Reimbursement	4,000			2
3	3,150	1,802	3,500	3. Road Fund Serv. Reimbursement	3,000			3
4	102,605	86,200	125,000	4. City of Portland Charges	125,000			4
5	240	165	500	5. Utilities	500			5
6	2,156	3,675	2,000	6. Miscellaneous	3,500			6
7	108,151	99,842	135,000	7. TOTAL MATERIALS AND SERVICES	136,000			7
				CAPITAL OUTLAY				
1				1.				1
2				2.				2
3				3.				3
4				4.				4
5				5.				5
6				6.				6
7				7. TOTAL CAPITAL OUTLAY				7
				TRANSFERRED TO OTHER FUNDS				
1				1.				1
2				2.				2
3				3.				3
4			20,000	4. General Operating Contingency	20,000			4
5	0	0	20,000	5. TOTAL TRANSFERS & CONTINGENCY	20,000			5
	108,151	99,842	155,000	TOTAL EXPENDITURES	156,000			
	364,188	400,557	440,000	UNAPPROPRIATED ENDING FUND BALANCE	454,000			
	427,339	500,399	595,000	TOTAL	610,000			



BONDED DEBT
RESOURCES AND REQUIREMENTS
 Bond Sinking

Dunthorpe Riverdale Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

	HISTORICAL DATA			DESCRIPTION OF RESOURCES AND REQUIREMENTS	BUDGET FOR NEXT YEAR <u>1993-94</u>		
	ACTUAL		ADOPTED BUDGET THIS YEAR <u>92-93</u>		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY
	SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>					
				RESOURCES			
				Beginning Fund Balance:			
1	9,448	0	0	1. *Cash on Hand (Cash Basis), or	0		1
2				2. *Working Capital (Accrual Basis)			2
3	1,188	0	0	3. Previously Levied Taxes Estimated to be Received	0		3
4	356	0	0	4. Earnings from Temporary Investments	0		4
5				5. Transferred from Other Funds			5
6				6.			6
7	10,992	0	0	7. Total Resources, Except Taxes to be Levied	0		7
8			0	8. Taxes Necessary to Balance	0		8
9	18,182	0		9. Taxes Collected in Year Levied			9
	29,174	0	0	TOTAL RESOURCES	0		
				REQUIREMENTS			
				Bond Principal Payments			
				Issue Date	Budgeted Payment Date		
1	28,000	0	0	1 1966		0	1
2				2			2
3				3			3
4	28,000	0	0	4	Total Principal	0	4
				Bond Interest Payments			
				Issue Date	Budgeted Payment Date		
1	532	0	0	1 1966		0	1
2	532	0	0	2 1966		0	2
3				3			3
4	1,064	0	0	4	Total Interest	0	4
				Unappropriated Balance for Following Year By			
				Issue Date	Payment Date		
1				1			1
2				2			2
3				3			3
4				4			4
5	110	0	0	5	Total Unappropriated Ending Fund Balance	0	5
	29,174	0	0	TOTAL REQUIREMENTS	0		

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District, when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexations to cities.

The district achieved a major milestone in FY 1990-91 by buying most of the lighting equipment it uses. This goal has been sought for many years and was budgeted in FY 1990-91, enabling the former rate of \$45 per home to be reduced to \$35 per home per year.



RESOURCES

General

Mid County Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

	HISTORICAL DATA			RESOURCE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>			
	ACTUAL		ADOPTED BUDGET THIS YEAR <u>92-93</u>		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY	
	SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>						
				Beginning Fund Balance:				
1				1. *Available Cash on Hand (Cash Basis), or				1
2	669,757	531,483	400,000	2. *Net Working Capital (Accrual Basis)	350,000			2
3	40,743	40,182	40,000	3. Previously Levied Taxes Estimated to be Received	35,000			3
4	60,324	27,562	30,000	4. Interest	20,000			4
5				5. OTHER RESOURCES				5
6	598,532	483,913	525,000	6. Assessments	380,000			6
7	930	8,109	1,000	7. Sundry	1,000			7
8				8.				8
9				9.				9
10				10.				10
11				11.				11
12				12.				12
13				13.				13
14				14.				14
15				15.				15
16				16.				16
17				17.				17
18				18.				18
19				19.				19
20				20.				20
21				21.				21
22				22.				22
23				23.				23
24				24.				24
25				25.				25
26				26.				26
27				27.				27
28				28.				28
29	1,370,286	1,091,249	996,000	29. Total Resources, Except Taxes to be Levied	786,000			29
30			0	30. Taxes Necessary to Balance Budget	0			30
31	0	0		31. Taxes Collected in Year Levied				31
32	1,370,286	1,091,249	996,000	32. TOTAL RESOURCES	786,000			32

EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
General

Mid County Service District

NAME OF ORGANIZATIONAL UNIT—FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA				EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>			
ACTUAL		ADOPTED BUDGET THIS YEAR 92-93	PROPOSED BY BUDGET OFFICER		APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY		
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>							
				PERSONAL SERVICES				
1			1.					1
2			2.					2
3			3.					3
4			4.					4
5			5.					5
6			6.					6
7			7. TOTAL PERSONAL SERVICES					7
				MATERIALS AND SERVICES				
1	0	24,000	1. Multco General Fund Services	12,000				1
2	15,400	1,825	2. Multco Road Fund Services	6,500				2
3	597,173	396,966	3. Utilities	400,000				3
4	838	3,198	4. Miscellaneous	10,000				4
5			5.					5
6			6.					6
7	613,411	425,989	7. TOTAL MATERIALS AND SERVICES	428,500				7
				CAPITAL OUTLAY				
1	225,392	115,885	1. Equipment	100,000				1
2			2.					2
3			3.					3
4			4.					4
5			5.					5
6			6.					6
7	225,392	115,885	7. TOTAL CAPITAL OUTLAY	100,000				7
				TRANSFERRED TO OTHER FUNDS				
1			1.					1
2			2.					2
3			3.					3
4		25,000	4. General Operating Contingency	25,000				4
5	0	0	5. TOTAL TRANSFERS & CONTINGENCY	25,000				5
	838,803	541,874	TOTAL EXPENDITURES	553,500				
	531,483	549,375	UNAPPROPRIATED ENDING FUND BALANCE	232,500				
	1,370,286	1,091,249	TOTAL	786,000				



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

HANK MIGGINS

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

April 29, 1993

Tax Supervising and Conservation Commission
421 S.W. Fifth Avenue, Suite 724
Portland, Oregon 97204-2189

Commission Members:

On April 29, 1993 at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, the Budget Committee was convened to hear the budget of the Dunthorpe-Riverdale Sanitary Service District No. 1.

The Budget Committee approved the attached budget.

APPROVED:

Dunthorpe-Riverdale Sanitary Service District No. 1

Chair

Secretary

Meeting Date: APR 15 1993

Agenda No.: R-3

(Above space for Clerk's Office Use)

APR 29 1993
R-2

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PUBLIC HEARING - Service Districts

BCC Informal _____ BCC Formal 4/15/93
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE X-5050

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

PUBLIC HEARING AND FIRST MEETING OF THE BOARD OF COUNTY COMMISSIONERS SITTING AS THE BUDGET COMMITTEE FOR DUNTHORPE-RIVERDALE SANITARY SERVICE DISTRICT NO. 1, AND MID-COUNTY STREET LIGHTING SERVICE DISTRICT NO.14 REGARDING ACCEPTANCE AND APPROVAL OF FISCAL YEAR 1993-94 BUDGETS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madys McCarty*

Or

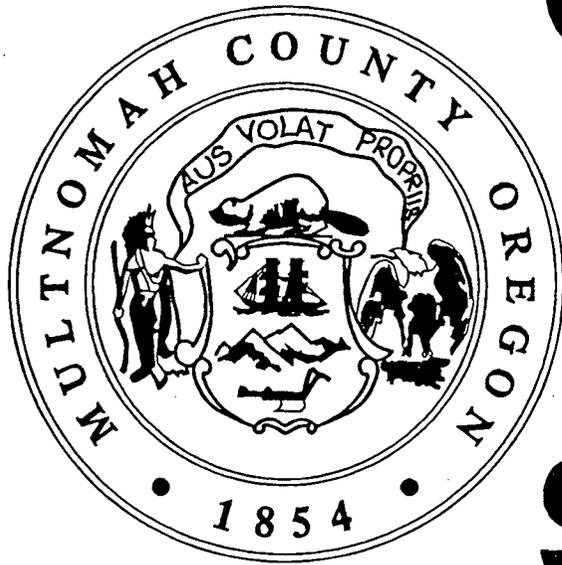
DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
1993 APR -8 AM 10:18
MULTI-NOMAN COUNTY OREGON

(All accompanying documents must have required signatures)

*Sent to Tax Supervising Comm. +
Shawn Caldwell on 5-3-93*

Multnomah County



Service District Budgets Fiscal Year 93-94

TABLE OF CONTENTS

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BUDGET STATEMENT	2
SUMMARY OF REQUIREMENTS - All Districts	3
DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1	
Budget Message	4
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MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	8
General Fund	9

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 90-91</u>	<u>ACTUAL 91-92</u>	<u>BUDGET 92-93</u>	<u>PROPOSED 93-94</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	501,513	500,399	595,000	610,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	<u>1,370,286</u>	<u>1,091,249</u>	<u>996,000</u>	<u>786,000</u>
TOTAL	<u>1,871,799</u>	<u>1,591,648</u>	<u>1,591,000</u>	<u>1,396,000</u>

REIMBURSEMENTS TO COUNTY
1993-94 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	3,000	4,000	7,000
Mid County	<u>6,500</u>	<u>12,000</u>	<u>18,500</u>
TOTAL	<u>9,500</u>	<u>16,000</u>	<u>25,500</u>

0078j

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 550 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the city of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego.

The present service charge is \$18.50 per month.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

The district's general obligation bonds were retired in January of 1991, leaving no bonded debt for any Multnomah County county service district. The Bond Sinking Fund information is retained for historic purposes only.



RESOURCES

General

Dunthorpe Riverdale Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA			RESOURCE DESCRIPTION	BUDGET FOR NEXT YEAR 1993-94		
ACTUAL		ADOPTED BUDGET		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY
SECOND PRECEDING YEAR 90-91	FIRST PRECEDING YEAR 91-92	THIS YEAR 92-93				
			Beginning Fund Balance:			
1			1. *Available Cash on Hand (Cash Basis), or			1
2	339,427	364,318**	2. *Net Working Capital (Accrual Basis)	450,000		2
3			3. Previously Levied Taxes Estimated to be Received			3
4	30,349	21,552	4. Interest	25,000		4
5			5. OTHER RESOURCES			5
6	7,544	0	6. Connection Fees	10,000		6
7	95,019	114,529	7. Sewer User Service Charges	125,000		7
8			8.			8
9			9.			9
10			10.			10
11			11.			11
12			12.			12
13			13.			13
14			14.			14
15			15.			15
16			16.			16
17			17.			17
18			18.			18
19			19.			19
20			20.			20
21			21.			21
22			22.			22
23			23.			23
24			24.			24
25			25.			25
26			26.			26
27			27.			27
28			28.			28
29	472,339	500,399	29. Total Resources, Except Taxes to be Levied	610,000		29
30			30. Taxes Necessary to Balance Budget			30
31	0	0	31. Taxes Collected in Year Levied			31
32	472,339	500,399	32. TOTAL RESOURCES	610,000		32

**Includes 1990-91 Bond Sinking Fund Final Ending Fund Balance.

*Includes Unappropriated Balance budgeted last year.



FORM LB-30

EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Dunthorpe Riverdale Service District

NAME OF ORGANIZATIONAL UNIT—FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA			EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>			
ACTUAL		ADOPTED BUDGET		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY	
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>	THIS YEAR <u>92-93</u>					
			PERSONAL SERVICES				
			1.				1
			2.				2
			3.				3
			4.				4
			5.				5
			6.				6
			7. TOTAL PERSONAL SERVICES				7
			MATERIALS AND SERVICES				
			1. Multnomah County Charges:				1
0	8,000	4,000	2. Gen. Fund Serv. Reimbursement	4,000			2
3,150	1,802	3,500	3. Road Fund Serv. Reimbursement	3,000			3
102,605	86,200	125,000	4. City of Portland Charges	125,000			4
240	165	500	5. Utilities	500			5
2,156	3,675	2,000	6. Miscellaneous	3,500			6
108,151	99,842	135,000	7. TOTAL MATERIALS AND SERVICES	136,000			7
			CAPITAL OUTLAY				
			1.				1
			2.				2
			3.				3
			4.				4
			5.				5
			6.				6
			7. TOTAL CAPITAL OUTLAY				7
			TRANSFERRED TO OTHER FUNDS				
			1.				1
			2.				2
			3.				3
		20,000	4. General Operating Contingency	20,000			4
0	0	20,000	5. TOTAL TRANSFERS & CONTINGENCY	20,000			5
108,151	99,842	155,000	TOTAL EXPENDITURES	156,000			
364,188	400,557	440,000	UNAPPROPRIATED ENDING FUND BALANCE	454,000			
427,339	500,399	595,000	TOTAL	610,000			



BONDED DEBT

RESOURCES AND REQUIREMENTS

Bond Sinking

Dunthorpe Riverdale Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA				DESCRIPTION OF RESOURCES AND REQUIREMENTS	BUDGET FOR NEXT YEAR <u>1993-94</u>		
ACTUAL		ADOPTED BUDGET THIS YEAR <u>92-93</u>	PROPOSED BY BUDGET OFFICER		APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY	
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>						
				RESOURCES			
				Beginning Fund Balance:			
1	9,448	0	0	1. *Cash on Hand (Cash Basis), or	0		1
2				2. *Working Capital (Accrual Basis)			2
3	1,188	0	0	3. Previously Levied Taxes Estimated to be Received	0		3
4	356	0	0	4. Earnings from Temporary Investments	0		4
5				5. Transferred from Other Funds			5
6				6.			6
7	10,992	0	0	7. Total Resources, Except Taxes to be Levied	0		7
8			0	8. Taxes Necessary to Balance	0		8
9	18,182	0		9. Taxes Collected in Year Levied			9
	29,174	0	0	TOTAL RESOURCES	0		
				REQUIREMENTS			
				Bond Principal Payments			
				Issue Date	Budgeted Payment Date		
1	28,000	0	0	1 1966	0		1
2				2			2
3				3			3
4	28,000	0	0	4 Total Principal	0		4
				Bond Interest Payments			
				Issue Date	Budgeted Payment Date		
1	532	0	0	1 1966	0		1
2	532	0	0	2 1966	0		2
3				3			3
4	1,064	0	0	4 Total Interest	0		4
				Unappropriated Balance for Following Year By			
				Issue Date	Payment Date		
1				1			1
2				2			2
3				3			3
4				4			4
5	110	0	0	5 Total Unappropriated Ending Fund Balance	0		5
	29,174	0	0	TOTAL REQUIREMENTS	0		

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District, when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexations to cities.

The district achieved a major milestone in FY 1990-91 by buying most of the lighting equipment it uses. This goal has been sought for many years and was budgeted in FY 1990-91, enabling the former rate of \$45 per home to be reduced to \$35 per home per year.



RESOURCES

General

Mid County Service District

FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA			RESOURCE DESCRIPTION	BUDGET FOR NEXT YEAR <u>1993-94</u>		
ACTUAL		ADOPTED BUDGET THIS YEAR <u>92-93</u>		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY
SECOND PRECEDING YEAR <u>90-91</u>	FIRST PRECEDING YEAR <u>91-92</u>					
			Beginning Fund Balance:			
1			1. *Available Cash on Hand (Cash Basis), or			1
2	669,757	531,483	2. *Net Working Capital (Accrual Basis)	350,000		2
3	40,743	40,182	3. Previously Levied Taxes Estimated to be Received	35,000		3
4	60,324	27,562	4. Interest	20,000		4
5			5. OTHER RESOURCES			5
6	598,532	483,913	6. Assessments	380,000		6
7	930	8,109	7. Sundry	1,000		7
8			8.			8
9			9.			9
10			10.			10
11			11.			11
12			12.			12
13			13.			13
14			14.			14
15			15.			15
16			16.			16
17			17.			17
18			18.			18
19			19.			19
20			20.			20
21			21.			21
22			22.			22
23			23.			23
24			24.			24
25			25.			25
26			26.			26
27			27.			27
28			28.			28
29	1,370,286	1,091,249	29. Total Resources, Except Taxes to be Levied	786,000		29
30		0	30. Taxes Necessary to Balance Budget	0		30
31	0	0	31. Taxes Collected in Year Levied			31
32	1,370,286	1,091,249	32. TOTAL RESOURCES	786,000		32

EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Mid County Service District

NAME OF ORGANIZATIONAL UNIT—FUND

(NAME OF MUNICIPAL CORPORATION)

HISTORICAL DATA			EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR 1993-94		
ACTUAL		ADOPTED BUDGET THIS YEAR 92-93		PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMMITTEE	ADOPTED BY GOVERNING BODY
SECOND PRECEDING YEAR 90-91	FIRST PRECEDING YEAR 91-92					
			PERSONAL SERVICES			
			1.			1
			2.			2
			3.			3
			4.			4
			5.			5
			6.			6
			7. TOTAL PERSONAL SERVICES			7
			MATERIALS AND SERVICES			
0	24,000	12,000	1. Multco General Fund Services	12,000		1
15,400	1,825	25,000	2. Multco Road Fund Services	6,500		2
597,173	396,966	550,000	3. Utilities	400,000		3
838	3,198	10,000	4. Miscellaneous	10,000		4
			5.			5
			6.			6
613,411	425,989	600,000	7. TOTAL MATERIALS AND SERVICES	428,500		7
			CAPITAL OUTLAY			
225,392	115,885	225,000	1. Equipment	100,000		1
			2.			2
			3.			3
			4.			4
			5.			5
			6.			6
225,392	115,885	225,000	7. TOTAL CAPITAL OUTLAY	100,000		7
			TRANSFERRED TO OTHER FUNDS			
			1.			1
			2.			2
			3.			3
		25,000	4. General Operating Contingency	25,000		4
0	0	25,000	5. TOTAL TRANSFERS & CONTINGENCY	25,000		5
838,803	541,874	850,000	TOTAL EXPENDITURES	553,500		
531,483	549,375	43,000	UNAPPROPRIATED ENDING FUND BALANCE	232,500		
1,370,286	1,091,249	893,000	TOTAL	786,000		



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

HANK MIGGINS
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

April 29, 1993

Tax Supervising and Conservation Commission
421 S.W. Fifth Avenue, Suite 724
Portland, Oregon 97204-2189

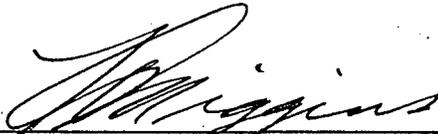
Commission Members:

On April 29, 1993 at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, the Budget Committee was convened to hear the budget of the Mid-County Street Lighting Service District No. 14.

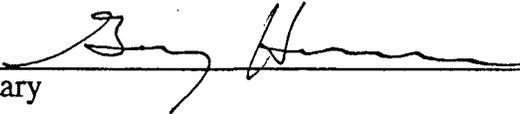
The Budget Committee approved the attached budget.

APPROVED:

Mid-County Street Lighting Service District No. 14



Chair



Secretary

Meeting Date: April 29, 1993

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution in the Matter of Honoring and Remembering Gladys McCoy

BCC Informal April 27, 1993
(date)

BCC Formal April 29, 1993
(date)

DEPARTMENT Nondepartment

DIVISION Chairs Office

CONTACT Delma Farrell

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Hank Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolution honoring and remembering Gladys McCoy's dedication and distinction as a life-long community leader and public official.

BOARD OF
COUNTY COMMISSIONERS
1993 APR 21 AM 10:31
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H.C. Miggins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Resolution 93-134 sent to Delma Farrell on 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Honoring)
and Remembering Gladys McCoy)

RESOLUTION

93-134

WHEREAS, Multnomah County Chair Gladys McCoy died in the service of the residents of Multnomah County; and

WHEREAS, Gladys McCoy distinguished herself in public service, as a member of the Portland School Board, as State of Oregon Ombudsman, as Multnomah County Commissioner for District 2, and as County Chair from January 2, 1987, to her death in public office on April 11, 1993; and

WHEREAS, Gladys McCoy was dedicated to the belief that Multnomah County should be an open and inclusive government which works together with citizens by providing opportunities to participate in governance; and

WHEREAS, Gladys McCoy acted to reflect the diversity of our community by implementing an Affirmative Action Program that established fairness and equity in the workplace and inclusiveness on all citizen advisory boards and commissions; and

WHEREAS, Gladys McCoy worked relentlessly to stabilize County funding and achieved the County's highest bond rating; and

WHEREAS, Gladys McCoy made the hard choices to fight for the fair distribution of limited resources, putting County services and programs where they were needed most; and

WHEREAS, Gladys McCoy continued to seek interjurisdictional cooperation and regional solutions to providing government services more efficiently and effectively; and

WHEREAS, Gladys McCoy believed in the utmost importance of children and families and advocated for the special care we must provide children if we wish them to renew and nourish society; and

WHEREAS, Gladys McCoy dedicated herself to the protection and support of those who need it most, the poor, the sick, the old, the lost and forgotten; and

WHEREAS, Gladys McCoy strove to provide a health policy that would guarantee health care to all, based on a network of community-based health clinics in high schools and our neighborhoods; not accepting that our country does not have a national health care system; and

WHEREAS, Gladys McCoy committed herself to meeting the challenge of maintaining open spaces in the metropolitan area and resolved to devote resources to protect the Columbia Gorge National Scenic Area and the natural areas of Multnomah County; and

WHEREAS, Gladys McCoy led Multnomah County in recognizing the importance that our library system plays in maintaining an educated and democratic community; and

WHEREAS, Gladys McCoy was a catalyst in implementing comprehensive public safety policies and programs in partnership with other local agencies and governments which have gained national recognition and praise;

NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners, on behalf of the residents of the County, permanently commemorates the memory of Gladys McCoy by renaming the former Gill Building at 426 SW Stark The Gladys McCoy Building, Multnomah County Human Service Center;

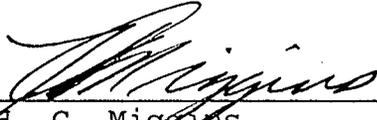
BE IT FURTHER RESOLVED, that a formal ceremony be held in memory of Gladys McCoy for County employees and the public on Saturday, May 8, 1993 at 2 P.M. to dedicate the newly named building;

BE IT FURTHER RESOLVED, that a copy of this resolution be prepared and presented to members of the McCoy family as a permanent remembrance and appreciation of Gladys McCoy's dedication and life-long commitment to community and public service.

APPROVED this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON

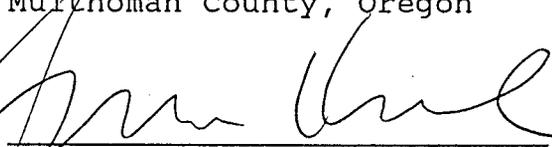
By


H. C. Miggins
Acting Chair



REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By: 

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Honoring)
and Remembering Gladys McCoy) RESOLUTION

WHEREAS, Multnomah County Chair Gladys McCoy died in the service of the residents of Multnomah County; and

WHEREAS, Gladys McCoy distinguished herself in public service, as a member of the Portland School Board, as State of Oregon Ombudsman, as Multnomah County Commissioner for District 2, and as County Chair from January 2, 1987, to her death in public office on April 11, 1993; and

WHEREAS, Gladys McCoy was dedicated to the belief that Multnomah County should be an open and inclusive government which works together with citizens by providing opportunities to participate in governance; and

WHEREAS, Gladys McCoy acted to reflect the diversity of our community by implementing an Affirmative Action Program that established fairness and equity in the workplace and inclusiveness on all citizen advisory boards and commissions; and

WHEREAS, Gladys McCoy worked relentlessly to stabilize County funding and achieved the County's highest bond rating; and

WHEREAS, Gladys McCoy made the hard choices to fight for the fair distribution of limited resources, putting County services and programs where they were needed most; and

WHEREAS, Gladys McCoy continued to seek interjurisdictional cooperation and regional solutions to providing government services more efficiently and effectively; and

WHEREAS, Gladys McCoy believed in the utmost importance of children and families and advocated for the special care we must provide children if we wish them to renew and nourish society; and

WHEREAS, Gladys McCoy dedicated herself to the protection and support of those who need it most, the poor, the sick, the old, the lost and forgotten; and

WHEREAS, Gladys McCoy strove to provide a health policy that would guarantee health care to all, based on a network of community-based health clinics in high schools and our neighborhoods; not accepting that our country does not have a national health care system; and

WHEREAS, Gladys McCoy committed herself to meeting the challenge of maintaining open spaces in the metropolitan area and resolved to devote resources to protect the Columbia Gorge National Scenic Area and the natural areas of Multnomah County; and

WHEREAS, Gladys McCoy led Multnomah County in recognizing the importance that our library system plays in maintaining an educated and democratic community; and

WHEREAS, Gladys McCoy was a catalyst in implementing comprehensive public safety policies and programs in partnership with other local agencies and governments which have gained national recognition and praise;

NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners, on behalf of the residents of the County, permanently commemorates the memory of Gladys McCoy by renaming the former Gill Building at 426 SW Stark The Gladys McCoy Memorial Human Service Center;

BE IT FURTHER RESOLVED, that a formal memorial ceremony for County employees and the public be held on Saturday, May 8, 1993 at 2 P.M. to dedicate the newly named building;

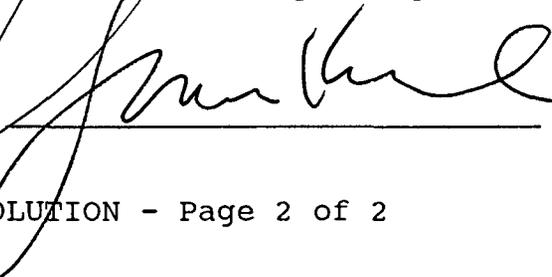
BE IT FURTHER RESOLVED, that a copy of this resolution be prepared and presented to members of the McCoy family as a permanent remembrance and appreciation of Gladys McCoy's dedication and life-long commitment to community and public service.

APPROVED this _____ day of _____, 1993.

MULTNOMAH COUNTY, OREGON

By _____
H. C. Miggins
Acting Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By:  _____

✓
PLEASE PRINT LEGIBLY!

MEETING DATE 4/29/93

NAME

Robin Bloomgarden-CIC

ADDRESS

202 A SE 73rd Ave.

STREET

Portland

97215

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R4

SUPPORT

✓ **OPPOSE**

SUBMIT TO BOARD CLERK

RECEIVED

APR 16 1993

Meeting Date: APR 29 1993

LADYS McCOY
MULTNOMAH COUNTY CHAIR

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation declaring Mult. Co. Vol. Week

BOARD BRIEFING _____ (date) REGULAR MEETING ~~4-22-93~~ (date)

DEPARTMENT CIC DIVISION _____

CONTACT CAROL WARD TELEPHONE 3450

PERSON(S) MAKING PRESENTATION Robin Bloomgarden - or Judy Halley
Chair Co-Chair

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min

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

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

Declaring the week of April 25 thru May 1st
as Multnomah County Volunteer Recognition Week.

Need a Time Certain Please!

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER J. Plegry

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:06
MULTNOMAH COUNTY
OREGON

Sent Orig. Proclamation 93-135
to Carol Ward on 5-3-93.

P R O C L A M A T I O N

**"MULTNOMAH COUNTY VOLUNTEER WEEK"
April 25th thru May 1st, 1993**

WHEREAS, one of America's greatest national resources is its volunteers, and the human resources they devote toward a healthy, productive and human society;; and

WHEREAS, each year thousands of volunteers contribute to the betterment of their community; and

WHEREAS, volunteers give freely of their time, energy, and ability, and ask only for a smile and a thank you for their countless hours of service; and

WHEREAS, it has long been a tradition in our community for men, women, and children volunteers to perform work of the highest quality and to brighten the lives of others; and

WHEREAS, the cities of Fairview, Gresham, Troutdale and Wood Village are recognizing their volunteers during National Volunteer Week;

NOW, THEREFORE, THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS PROCLAIMS THE WEEK OF APRIL 25th THRU MAY 1st, 1992 as

"MULTNOMAH COUNTY VOLUNTEER WEEK"

and takes great pleasure in honoring the volunteers with our sincere gratitude and appreciation for their dedicated, selfless, and compassionate efforts.

DATED THIS 22nd day of April, 1993.

Hank Miggins, Acting Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the)
Week of April 25th through May) P R O C L A M A T I O N
1st, 1993 as MULTNOMAH COUNTY) 93-135
VOLUNTEER WEEK)

WHEREAS, one of America's greatest national resources is its volunteers, and the human resources they devote toward a healthy, productive and human society; and

WHEREAS, each year thousands of volunteers contribute to the betterment of their community; and

WHEREAS, volunteers give freely of their time, energy, and ability, and ask only for a smile and a thank you for their countless hours of service; and

WHEREAS, it has long been a tradition in our community for men, women, and children volunteers to perform work of the highest quality and to brighten the lives of others; and

WHEREAS, the cities of Fairview, Gresham, Troutdale and Wood Village are recognizing their volunteers during National Volunteer Week; now therefore

IT IS HEREBY PROCLAIMED, that the Multnomah County Board of Commissioners hereby proclaims the week of April 25th through May 1st, 1993 as "MULTNOMAH COUNTY VOLUNTEER WEEK", and takes great pleasure in honoring the volunteers with our sincere gratitude and appreciation for their dedicated, selfless, and compassionate efforts.

DATED this 29th day of April, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair



PLEASE PRINT LEGIBLY!

MEETING DATE

4/29

NAME

JANET GRAVDAL

ADDRESS

PRESIDENT - YOUNG LAWYERS SECTION

STREET

MULTNOMAN BAR ASSOC.

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-5

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: APR 29 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PROCLAMATION for Community Law Week

BCC Informal _____ BCC Formal 4/29/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Delma Farrell TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Ernest Bootsma

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Proclamation In the Matter of Proclaiming the Period of May 1 through May 9, 1993, as Community Law Week.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Dank Miggins*

Or

DEPARTMENT MANAGER _____

MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:09

(All accompanying documents must have required signatures)

Sent Orig. Proclamation 93-136 to Bart Whelan + Copy to Delma Farrell on 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
the Period of May 1 through) PROCLAMATION
May 9, 1993, as COMMUNITY LAW) 93-136
WEEK in Multnomah County, Oregon)

WHEREAS, the greatest heritage of American citizenship is the system of government under laws devised by elected representatives and administered by independent courts in which every American enjoys equal standing; and

WHEREAS, it has so often been said that we are not a nation of men and women, but of laws, and if we are to survive, we must respect the inherent rights of others of life, liberty, and the pursuit of justice; and

WHEREAS, the Multnomah County Bar Association - Young Lawyers Section has organized an innovative community education program for the period of May 1 through May 9, 1993; and

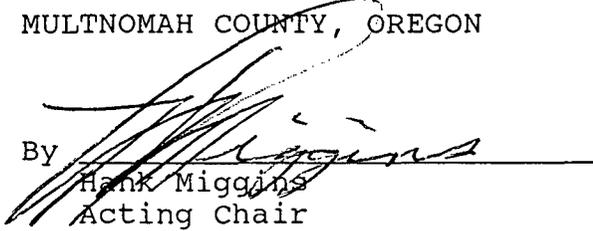
WHEREAS, that program will be a comprehensive community activity with members of the Multnomah County Bar Association donating their time and talent at free legal information centers throughout the City of Portland and Multnomah County; and

NOW, THEREFORE, the Multnomah County Board of Commissioners Proclaims May 1 through May 9, 1993, to be COMMUNITY LAW WEEK and its observance and participation is recommended to all our citizens; and

IT IS FURTHER PROCLAIMED, that members of the Multnomah County Bar Association are to be commended on their efforts in providing direct services and preventive legal education, and in assisting our residents in understanding and defending their civil and criminal rights under the law.

PROCLAIMING this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON

By 
Hank Miggins
Acting Chair



Meeting Date: APR 29 1993

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION - NACO 1998 National Conference

BCC Informal _____ BCC Formal 4/29/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Fred Neal, Cara Lee Tobias (Convention Sales Manager, POVA)

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

RESOLUTION In the Matter of Co-Hosting the 1998 National Association of Counties Convention

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 20 AM 9:43

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Hank Higgins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*Copy of Resolution 93-137 Forwarded to Cara Lee Tobias on 4-29-93.
* Fred Neal on 5-3-93.*



MULTNOMAH COUNTY OREGON

NACo 98'

- ◆ Portland, Oregon, it's businesses and all 36 member counties have a very real opportunity to bring home the 3.115 million dollar convention of the National Association of County Officials (NACo) for July 1998.
- ◆ The 5,000 members, who attend this conference offer an important audience for the private sector as well as an opportunity for teamwork with "Oregon's own".
- ◆ Via a non-profit escrow account that will accept annual donations until July 1998, a realistic \$500,000 goal has been set for financing food, beverage, entertainment, transportation, and convention facilities for this prestigious 5,500 person event.
- ◆ In the pioneer tradition of Northwest hospitality, we look forward to partnering with our corporate community to meet and exceed the hosting requirements of NACo.

WHAT IS NACo?

Founded in 1935, NACo is the only national organization that represents county governments in the country. With headquarters on Capitol Hill, NACo's primary mission is to ensure that the county government message is heard and understood in the White House and the halls of Congress.

NACo's purpose and objectives are to:

- ◆ serve as a liaison with other levels of government;
- ◆ improve public understanding of counties;
- ◆ act as a national advocate for counties; and
- ◆ help counties find innovative methods for meeting the challenges they face.

NACo is run by a 100 member Board of Directors, made up of county officials from all parts of the country. Each state that has operating county governments has at least one seat on the board. The Board's Executive Committee oversees the activities of the Executive Director, who is responsible for the association's budget, planning for the future and day-to-day operations.

NACo is divided into five departments; Membership Services and Programs; Finance & Administration; Research, Education and Technical Assistance; Public Affairs; and Legislative Affairs.

Legislative Affairs is divided into three teams and carries out NACo's government relations and lobbying responsibilities. The teams are County Development, Human Resources and General Government. The legislative director guides this effort, assisted by seven associate legislative directors and five legislative assistants.

The Public Affairs Department has three responsibilities: media relations, publication of County News and membership promotion and retention.

Under Research, Education and Technical Assistance are special projects like county health policy, radon awareness, volunteerism promotion, the Job Training Partnership Act program, an aging grant and a suburban mobility study, as well as research and education and training.

Finance & Administration handles accounting, personnel, data processing, building management and general services.

Membership Services and Programs holds responsibility for new program/service development, corporate relations, WIR services, corporate counsel, legal services and NACoServices. NACoServices includes PEBSCO (county employee deferred compensation program), the Strategic Planning program and Info Management.

1998 NACo Conference

The conferences feature presentations by key members of the Administration, Congress and the private sector. Workshops cover a range of topics -- practically any issue that a county may confront may be addressed at a NACo conference.

The Annual Conference is the highlight of the year. It features not only interesting and informative speakers and workshops, but also the election of a new slate of NACo officers and the adoption of the American County Platform. All members vote in the election and the adoption of the platform, which is the policy document that guides NACo's government relations effort.

The Legislative Conference focuses on the key issues pending in Congress and gives you the opportunity to meet with your Congressional representatives, while the WIR features issues that are important to counties in the Western states, those containing large amounts of federal land. Just like its name, the Employment and Human Service Conference includes speakers, addresses legislation and holds workshops on employment/training and human service issues.

NACo also hosts special meetings as issues and controversies dictate.

Policy Making

Each year NACo produces a policy document, called the American County Platform, that is used as a guide in the association's lobbying efforts. Officials from member counties have the opportunity to play a key role in the development of the county platform by serving on one of 12 policy steering committees. The 12 committees are:

- ◆ agriculture and rural affairs,
- ◆ community and economic development,
- ◆ employment,
- ◆ environment, energy and land use,
- ◆ health
- ◆ human services and education,
- ◆ intergovernmental relations,
- ◆ justice and public safety,
- ◆ labor and employee benefits,
- ◆ public lands
- ◆ taxation and finance, and
- ◆ transportation

NACo "98"

WORK PLAN	
A	1993/1994 Fiscal Year
	1 Draft and pass Oregon counties NACo resolution
	2 Formalize 501c-3 status
	3 Establish accounting responsibility
	4 Open escrow account
	5 Win confirmation of 1998 bid!
	6 Secure the Oregon Convention Center and three major hotels
	7 Initial fund raising
	8 Committees established
	9 Contract part time coordinator
B	1994/1995 Fiscal Year
	1 Fund part time coordinator
	2 Establish relationship with service vendors, airlines, car rental companies, and hotels (later through CONFERON, Inc.)
	3 Continuation of fund raising
	4 Quarterly committee chair meetings
C	1995/1996 Fiscal Year
	1 Fund part time coordinator
	2 Continuation of fund raising
	3 Quarterly full committee meetings
	4 Annual advisory board meeting

Portland  Oregon Visitors Association

MARKETING TOURISM & CONVENTIONS

Cara Lee Tobias
Convention Sales Manager
(503) 275-9777

Three World Trade Center • 26 S.W. Salmon • Portland, OR 97204-3299
Main (503) 275-9750 • (800) 962-3700 • Fax (503) 275-9774

NACo "98"

WORK PLAN	
D	1996/1997 Fiscal Year
1	Fund full time coordinator
2	Aggressive fund raising efforts
3	Quarterly full committee meetings
4	Annual advisory board meeting
5	On site promotion at NACo "96" (July)
E	1997/1998 Fiscal Year
1	Continue funding of full time coordinator
2	On site promotion at NACo "97" (July)
3	Monthly full committee meetings
4	Promotional materials, welcoming procedures and gifts, in kind security
5	<u>VERY</u> aggressive fund raising efforts!
6	<u>SHOW TIME!</u>

NACo "98"

BUDGET (4 counties - Clackamas, Marion, Multnomah, Washington)			
FISCAL YEAR	AMOUNT NEEDED	REASON	PER COUNTY
1993/1994	\$45,000	Seed money for coordinators salary and initial business expenses	\$11,250
1994/1995	\$45,000	Coordinator salary and business expenses	\$11,250
1995/1996	\$45,000	Coordinator salary and business expenses	\$11,250
1996/1997	\$62,000	Coordinator salary and business expenses plus on site NACo "96" expenses	\$15,500
1997/1998	\$65,000	Coordinator salary and business expenses plus on site NACo "97" expenses	\$16,250
1998/1999	\$1,250	Closure of coordinator salary and business expenses; half month salary approximately \$2,500 per month; allotment for convention security.	\$312.50

NACo "98"

CASH AND IN-KIND SPONSORSHIP OPPORTUNITIES	
5,500 person conference wide event	Dinner - casual
	Refreshments
	Tents
	Beach towels/mats
	Entertainment
	Staging
	Bus transportation
	Water transportation
	Permits
250 person board dinner	Reception - elegant
	Dinner - elegant
	Refreshments
	Entertainment
	Bus transportation
5K run	Banners
	T-shirts
	Cups
	Roping
	Permits
	Personnel

IN THE BOARD OF COUNTY COMMISSIONERS

FOR WASHINGTON COUNTY, OREGON

In the Matter of Hosting the 1998)
National Association of Counties)
Convention)

RESOLUTION AND ORDER
NO. 93-47

WHEREAS, the National Association of Counties (NACo), a non-profit service organization representing more than 40,000 elected and appointed policy making county officials, holds an annual meeting in July and the projected attendance of the 1998 NACo Conference is 5,800 including the members of 19 affiliated organizations which meet in conjunction with the Conference; and

WHEREAS, Washington, Multnomah, Clackamas and Marion counties are active members of NACo and county officials from Oregon have held leadership positions in NACo and its affiliated organizations; and

WHEREAS, Portland has successfully hosted the National Organization of Black County Officials convention in 1992 as well as the International Chiefs of Police convention in 1988; and

WHEREAS, the 1998 NACo Conference will stimulate tourism as well as generate \$17 million in revenue for tourist-related businesses in Portland, the tri-county area, and the region; and

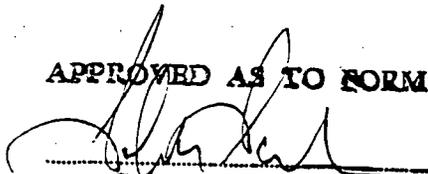
WHEREAS, the 1998 NACo Conference will raise awareness of the important role of counties in Oregon and the Pacific Northwest; now, therefore, it is

RESOLVED AND ORDERED that the Board of County Commissioners of Washington County joins Clackamas, Multnomah, and Marion counties as proposed co-host of the 1998 NACo Conference; and, it is further

RESOLVED AND ORDERED that Washington County will share in the financial responsibilities of co-hosting the 1998 NACo Conference including a proportionate share in funding a coordinator of logistical planning in advance of the Conference.

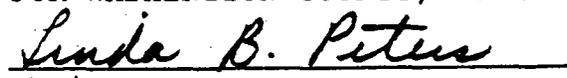
DATED this 20th day of April, 1993.

APPROVED AS TO FORM

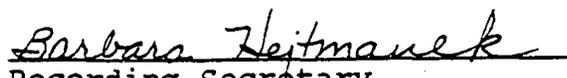


County Counsel for
Washington County, Ore.

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON



Chairman - Vice



Recording Secretary

April 21, 1993

Mr. Larry Naake
Executive Director
NACo
440 First St., N.W.
Washington, D.C. 20001

Dear Larry,

In accordance with NACo requirements, AOC is very pleased to endorse the joint application of Multnomah, Washington, Clackamas, and Marion Counties to co-host the 1998 NACo Annual Conference in Multnomah County (Portland). In this regard I am enclosing a copy of the resolution adopted by the AOC Board of Directors officially declaring this endorsement.

I know these counties are excited about the privilege of hosting NACo. They have already been hard at work building enthusiasm and commitment among business and public sector leaders and organizations. They are very anxious to show the leadership role of county government in Oregon.

AOC is also excited about the opportunity to showcase all 36 of Oregon's counties. We have expressed this enthusiasm through the commitment in our resolution to serve as co-sponsors of the Conference and lend our support and assistance to the hosting counties.

We want NACo to come to Oregon, and we believe NACo's counties want to come here. It's a win-win for everyone. We urge you to give us this opportunity.

Sincerely,

Commissioner Michael Sykes
President

RESOLUTION 93-B2

CO-SPONSORSHIP OF THE 1998 NATIONAL ASSOCIATION OF COUNTIES CONVENTION

WHEREAS, the National Association of Counties (NACo), a non-profit service organization representing more than 40,000 elected and appointed policy making county officials, holds an annual meeting in July and the projected attendance of the 1998 NACo Conference is 5,800 including the members of 19 affiliated organizations which meet in conjunction with the Conference;

WHEREAS, the Counties of Multnomah, Washington, Clackamas, and Marion are active members of NACo and county officials from Oregon hold leadership positions in NACo and its affiliated organizations;

WHEREAS, the above counties are desirous of co-hosting the 1998 NACo Conference in Multnomah County (Portland);

WHEREAS, the 1998 NACo conference will offer Oregon counties the opportunity to build up the reputation of Oregon for national leadership in the long term; now, therefore,

BE IT RESOLVED, that the Association of Oregon Counties endorses the joint proposal of the above counties to co-host the 1998 NACo Conference; and

BE IT FURTHER RESOLVED, that the Association of Oregon Counties wishes to join in this effort by serving as co-sponsor of the 1998 NACo Conference, including support and assistance as the Board may from time to time approve; and

BE IT FURTHER RESOLVED, that an invitation be extended to all other Oregon counties to join AOC in co-sponsorship of the 1998 NACo Conference.

Adopted April 16, 1993
by vote of the Board of Directors
Association of Oregon Counties

Certified by:



Robert R. Cantine, Executive Director

Portland Oregon Visitors Association

M A R K E T I N G T O U R I S M & C O N V E N T I O N S

April 26, 1993

The Honorable Gretchen Kafoury
Commissioner, City of Portland
1220 S.W. Fifth Avenue, Room 211
Portland, OR 97204

Dear Commissioner Kafoury:

In July 1998, Multnomah County has a unique opportunity to showcase Oregon to your colleagues and their families throughout the United States at the National Association of County Officials (NACo) annual convention.

In accordance with International Association of Convention and Visitor Bureaus standards, a convention of this size will generate \$3.1 million. NACo's use of the Oregon Convention Center in 1993 terms would cost approximately \$46,000. Our host responsibility of waiving the Oregon Convention Center rental would be countered with an expected \$101,000 in guest room occupancy tax revenue. With \$11.25 million infused in Multnomah County alone in 1992, the benefits of tourism run close to home.

With your support and that which has already been indicated by area corporations; Portland will surely win the confidence of the NACo Board of Directors this May.

We look forward to being on this winning team for an unprecedented four county effort, honoring the best in county government.

For hospitality,



Cara Lee Tobias
Convention Sales Manager

CLT:g

Portland Oregon Visitors Association

M A R K E T I N G T O U R I S M & C O N V E N T I O N S

Upon selection of Portland as the host city for NACo '98, the four member counties; Clackamas, Marion, Multnomah and Washington agree to professionally plan, execute and fund the following:

- ◆ Paid part time coordinator from July 1993 to December 1996
- ◆ Paid full time coordinator from January 1997 to July 15, 1998
- ◆ Conference wide dinner and entertainment event
- ◆ 5K run
- ◆ Spouse and youth program, golf and tennis information
- ◆ Board and spouse off site dinner event
- ◆ \$30,000 toward convention shuttle costs
- ◆ All shuttle transportation between hotels and the above host sponsored events
- ◆ Attendee airport transportation
- ◆ Security
- ◆ Rental cost of the Oregon Convention Center

1998 NACo Conference

The conferences feature presentations by key members of the Administration, Congress and the private sector. Workshops cover a range of topics -- practically any issue that a county may confront may be addressed at a NACo conference.

The Annual Conference is the highlight of the year. It features not only interesting and informative speakers and workshops, but also the election of a new slate of NACo officers and the adoption of the American County Platform. All members vote in the election and the adoption of the platform, which is the policy document that guides NACo's government relations effort.

The Legislative Conference focuses on the key issues pending in Congress and gives you the opportunity to meet with your Congressional representatives, while the WIR features issues that are important to counties in the Western states, those containing large amounts of federal land. Just like its name, the Employment and Human Service Conference includes speakers, addresses legislation and holds workshops on employment/training and human service issues.

NACo also hosts special meetings as issues and controversies dictate.

Policy Making

Each year NACo produces a policy document, called the American County Platform, that is used as a guide in the association's lobbying efforts. Officials from member counties have the opportunity to play a key role in the development of the county platform by serving on one of 12 policy steering committees. The 12 committees are:

- ◆ agriculture and rural affairs,
- ◆ community and economic development,
- ◆ employment,
- ◆ environment, energy and land use,
- ◆ health
- ◆ human services and education,
- ◆ intergovernmental relations,
- ◆ justice and public safety,
- ◆ labor and employee benefits,
- ◆ public lands
- ◆ taxation and finance, and
- ◆ transportation

NACo 98'

- ◆ Portland, Oregon, it's businesses and all 36 member counties have a very real opportunity to bring home the 3.115 million dollar convention of the National Association of County Officials (NACo) for July 1998.
- ◆ The 5,000 members, who attend this conference offer an important audience for the private sector as well as an opportunity for teamwork with "Oregon's own".
- ◆ Via a non-profit escrow account that will accept annual donations until July 1998, a realistic \$500,000 goal has been set for financing food, beverage, entertainment, transportation, and convention facilities for this prestigious 5,500 person event.
- ◆ In the pioneer tradition of Northwest hospitality, we look forward to partnering with our corporate community to meet and exceed the hosting requirements of NACo.

WHAT IS NACo?

Founded in 1935, NACo is the only national organization that represents county governments in the country. With headquarters on Capitol Hill, NACo's primary mission is to ensure that the county government message is heard and understood in the White House and the halls of Congress.

NACo's purpose and objectives are to:

- ◆ serve as a liaison with other levels of government;
- ◆ improve public understanding of counties;
- ◆ act as a national advocate for counties; and
- ◆ help counties find innovative methods for meeting the challenges they face.

NACo is run by a 100 member Board of Directors, made up of county officials from all parts of the country. Each state that has operating county governments has at least one seat on the board. The Board's Executive Committee oversees the activities of the Executive Director, who is responsible for the association's budget, planning for the future and day-to-day operations.

NACo is divided into five departments; Membership Services and Programs; Finance & Administration; Research, Education and Technical Assistance; Public Affairs; and Legislative Affairs.

Legislative Affairs is divided into three teams and carries out NACo's government relations and lobbying responsibilities. The teams are County Development, Human Resources and General Government. The legislative director guides this effort, assisted by seven associate legislative directors and five legislative assistants.

The Public Affairs Department has three responsibilities: media relations, publication of County News and membership promotion and retention.

Under Research, Education and Technical Assistance are special projects like county health policy, radon awareness, volunteerism promotion, the Job Training Partnership Act program, an aging grant and a suburban mobility study, as well as research and education and training.

Finance & Administration handles accounting, personnel, data processing, building management and general services.

Membership Services and Programs holds responsibility for new program/service development, corporate relations, WIR services, corporate counsel, legal services and NACoServices. NACoServices includes PEBSCO (county employee deferred compensation program), the Strategic Planning program and Info Management.

Meeting Date: APR 29 1993

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION for Shared Property Tax Revenues

BCC Informal _____ BCC Formal 4/29/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Joy Al-Sofi TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Joy Al-Sofi

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

Resolution In the Matter of Affirming Mutual Agreements with the City of Troutdale for Sharing Property Tax Revenue for FY 1993-94.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H.C. Higgins

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 20 PM 3:47

(All accompanying documents must have required signatures)

*Sent Resolution 93-138 to
Joy Al-Sofi on 5-3-93.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Resolution in the Matter of)
Affirming Mutual Agreements)
with the City of Troutdale for) RESOLUTION
Sharing of Property Tax Revenue) 93-138
for Fiscal Year 1993-94)

WHEREAS, prior to the passage of Ballot Measure 5, local governments could levy any amount of property taxes authorized by the voters; and

WHEREAS, prior to the passage of Ballot Measure 5, the amount of property taxes levied by local government jurisdictions was not affected by changes in assessed value of property or property tax revenue collected by neighboring local governments; and

WHEREAS, with the passage of Ballot Measure 5, non-school local governments in a taxing area are now limited to a total operating property tax rate of \$10 per thousand dollars assessed valuation and must share a fixed amount of total property tax dollars available within the \$10 rate limit; and

WHEREAS, by increasing its tax base or serial levies, a local government in compression can increase its share of property tax revenue while reducing revenue to other local governments; and

WHEREAS, given that the amount of property tax dollars available to local governments is now limited, it is vital that local governments coordinate their property tax planning so as not to cause adverse impact upon the ability of other local governments to provide needed services; and

WHEREAS, the guiding principal of such tax planning should be that no local government increases its share of the total property tax receipts at the expense of other jurisdictions without their consent, while ensuring that the priority needs of the community are met in the most cost effective manner.

NOW, THEREFORE, BE IT RESOLVED, that Multnomah County and the City of Troutdale affirm that neither government will take action to increase its share of total local governmental property tax revenue without mutual agreement of other taxing jurisdictions.

BE IT FURTHER RESOLVED, that neither Multnomah County nor the City of Troutdale will enact significant new discretionary revenues for the fiscal year 1993-94 without first reviewing with the other jurisdiction the impact on both jurisdictions' policy goals.

ADOPTED this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON

By: _____

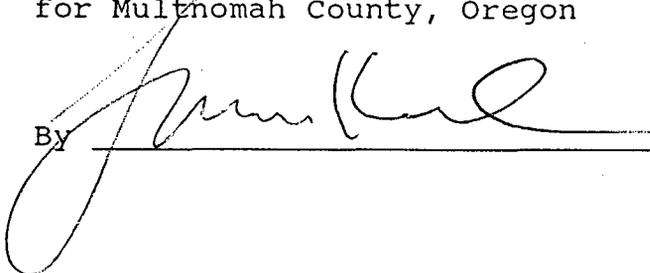

H. C. Miggins
Acting Chair



REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By: _____

 4/20, 1993

Meeting Date: APR 29 1993

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 4/29/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Acting Chair Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-1 to Renew the Serial Levy to Fund the Multnomah County Library System

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H.C. Miggins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*Resolution 93-139 sent to
Selma Farrell on 5-3-93.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Philosophical Support)
and Endorsement of Measure 26-1 to) RESOLUTION
Renew the Serial Levy to Fund the)
Multnomah County Library System)

WHEREAS, the current three-year serial levy to fund certain operational costs for the Multnomah County library system expires on June 30, 1993; and

WHEREAS, the Multnomah County Board of Commissioners considers the Multnomah County Libraries to be necessary and a vital service for the citizens of Multnomah County; and

WHEREAS, the Multnomah County Board of Commissioners finds that existing and anticipated revenues will be insufficient to provide adequate operational funds for County libraries particularly after anticipated reductions of tax revenues required by Measure 5; and

WHEREAS, the Multnomah County Board of Commissioners supports the renewal of the serial levy to continue these services which benefit directly and indirectly all citizens of our community;

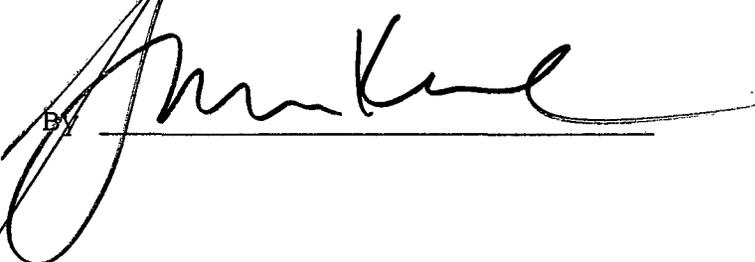
NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners has on this date gone on record in philosophical support and endorsement of the Multnomah County Measure 26-1 to renew the serial levy to fund the Multnomah County Library system.

APPROVED this _____ day of _____, 1993.

MULTNOMAH COUNTY, OREGON

By _____
Hank Miggins
Acting Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By 

APR 29 1993

Meeting Date: _____

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 4|29|93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Acting Chair Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-2 to Renew the Serial Levy to Fund Jails and Drug Treatment Services in Multnomah County

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H. C. Miggins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*Resolution 93-140 sent to
Selma Farrell on 5-3-93.*

BEFORE THE MULTNOMAH COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Philosophical Support)
and Endorsement of Measure 26-2 to Renew) RESOLUTION
the Serial Levy to Fund Jails and Drug)
Treatment Services in Multnomah County)

WHEREAS, the current three-year serial levy to fund jail space and drug treatment in Multnomah County expires on June 30, 1993; and

WHEREAS, the Multnomah County Board of Commissioners considers adequate funding of the criminal justice system to be necessary and in the public interest; and

WHEREAS, the Multnomah County Board of Commissioners find that existing and anticipated Multnomah County revenues will be insufficient to provide adequate public safety services through jail capacity and drug and alcohol treatment programs, particularly after anticipated reductions to tax revenues required by Measure 5; and

WHEREAS, the Multnomah County Board of Commissioners support the renewal of the serial levy to continue these services, provided by Multnomah County, which benefits directly and indirectly our community;

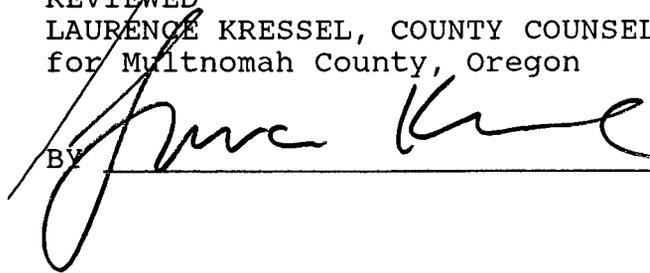
NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners has on this date gone on record in philosophical support and endorsement of the Multnomah County Measure 26-2 to renew the serial levy to fund jails and drug treatment services in Multnomah County.

APPROVED this _____ day of _____, 1993.

MULTNOMAH COUNTY, OREGON

BY _____
Hank Miggins
Acting Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

BY _____


BEFORE THE MULTNOMAH COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Strong Support and)
Endorsement of Measure 26-2 to Renew) RESOLUTION
the Serial Levy to Fund Jails and Drug) 93-140
Treatment Services in Multnomah County)

WHEREAS, the current three-year serial levy to fund jail space and drug treatment in Multnomah County expires on June 30, 1993; and

WHEREAS, the Multnomah County Board of Commissioners considers adequate funding of the criminal justice system to be necessary and in the public interest; and

WHEREAS, the Multnomah County Board of Commissioners find that existing and anticipated Multnomah County revenues will be insufficient to provide adequate public safety services through jail capacity and drug and alcohol treatment programs, particularly after anticipated reductions to tax revenues required by Measure 5; and

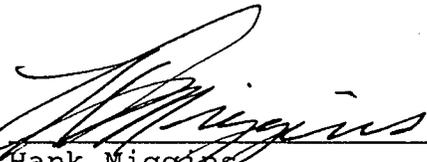
WHEREAS, the Multnomah County Board of Commissioners support the renewal of the serial levy to continue these services, provided by Multnomah County, which benefits directly and indirectly our community;

NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners has on this date gone on record in strong support and endorsement of Multnomah County Measure 26-2 to renew the serial levy to fund jails and drug treatment services in Multnomah County.

APPROVED this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON

BY


Hank Miggins
Acting Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

BY



Meeting Date: APR 29 1993

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 4|29|93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Acting Chair Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

RESOLUTION in the Matter of Philosophical Support and Endorsement of Measure 26-3 to Issue a General Obligation Bond to Support Construction and Renovation of the Central and Midland Branch Libraries

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H. C. Miggins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Resolution 93-141 sent to Alma Farrell on 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Philosophical Support and)
Endorsement of Measure 26-3 to Issue a General)
Obligation Bond to Support Construction and) RESOLUTION
Renovation of the Central and Midland Branch)
Libraries)

WHEREAS, the Multnomah County Board of Commissioners is committed to maintaining a high quality library system dedicated to public access and services for Portland and surrounding communities; and

WHEREAS, the historic Central Library has been determined by structural engineers to be a "dangerous structure" due to deficiencies in its original construction and accumulated damage from small earthquakes; and

WHEREAS, Multnomah County has examined various options, including the estimated cost of new construction and finds renovation of the Central Library to be the most cost effective; and

WHEREAS, the Central Library is a significant anchor to the City of Portland downtown area;

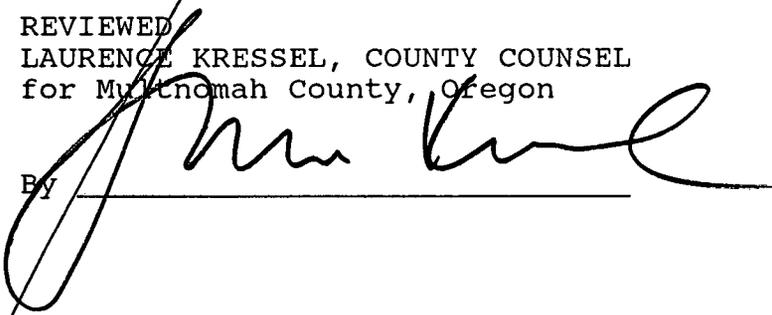
NOW THEREFORE, BE IT RESOLVED, that the Multnomah County Board of Commissioners has on this date gone on record in philosophical support and endorsement of the Multnomah County Measure 26-3 to issue a General Obligation Bond to support construction and renovation of the Central and Midland Branch Libraries.

APPROVED this _____ day of _____, 1993.

MULTNOMAH COUNTY, OREGON

By _____
Hank Miggins
Acting Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By _____


BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Strong Support and)
Endorsement of Measure 26-3 to Issue a General)
Obligation Bond to Support Construction and) RESOLUTION
Renovation of the Central and Midland Branch) 93-141
Libraries)

WHEREAS, the Multnomah County Board of Commissioners is committed to maintaining a high quality library system dedicated to public access and services for Portland and surrounding communities; and

WHEREAS, the historic Central Library has been determined by structural engineers to be a "dangerous structure" due to deficiencies in its original construction and accumulated damage from small earthquakes; and

WHEREAS, Multnomah County has examined various options, including the estimated cost of new construction and finds renovation of the Central Library to be the most cost effective; and

WHEREAS, the Central Library is a significant anchor to the City of Portland downtown area;

NOW THEREFORE, BE TO RESOLVED, that the Multnomah County Board of Commissioners has on this date gone on record in strong support and endorsement of the Multnomah County Measure 26-3 to issue a General Obligation Bond to support construction and renovation of the Central and Midland Branch Libraries.

APPROVED this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON



By *Hank Miggins*
Hank Miggins
Acting Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

BY *Laurence Kessel*

R-11

Meeting Date: ~~APR 15 1993~~ APR 22 1993

Agenda No.: ~~R-6~~ R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Exempt Benefits Ordinance

BCC Informal 4/13/93 BCC Formal 4/15/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Employee Services

CONTACT Curtis Smith TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Two changes to the Exempt Employee Benefits Ordinance are proposed: 1) Reinstatement of the MCSO "Eve Leave", which was inadvertently omitted from the recent re-adopted Ordinance; and 2) Revision of the existing bus pass program. If adopted, the program would: a) Expand bus usage from Tri-Met to any public bus company; b) set a percentage rate of the total cost for reimbursement, rather than a fixed dollar amount; and c) use IRS regulations to limit the amount of reimbursement. Cost of this revision, effective July 1, 1993, is \$30,150 for FY 93/94, which is currently included in the proposed budget.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1993 APR -6 AM 9:59

(All accompanying documents must have required signatures)

*Ordin. 760 sent to Curtis Smith on 5-3-93
& Ordin. Sub. List on 5-4-93.*

ORDINANCE FACT SHEET

Ordinance Title: Exempt Employee Benefit Ordinance

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Amend existing Ordinance to include two changes: 1) reinstate MCSO "Eve Leave", inadvertently omitted previously; and 2) revise the existing bus pass program to that it covers all public bus companies operating in the area and so that the employee reimbursement is set at a percentage of the total cost of a pass, rather than a fixed dollar amount.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

Cost of the bus pass program revision, effective July 1, 1993, is \$30,150 for FY 93/94, which is currently included in the proposed budget.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith by SGA

Planning & Budget Division (if fiscal impact): David C. Sharron

Department Manager/Elected Official: Gladys McCoy

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 760

4
5 An ordinance relating to benefits for employees not
6 covered by collective bargaining agreement, and amending
7 Ordinance No. 740.

8 Multnomah County ordains as follows:

9 Section I. Findings.

10 (A) Ordinance No. 740 adopted benefit provisions for
11 employees not covered by collective bargaining agreement.

12 (B) The Board has determined that it is necessary to
13 amend the previously adopted Ordinance for the following
14 reasons:

15 (1) To correct an error in the provision for
16 paid holidays for Sheriff's Office exempt employees.

17 (2) To modify the Tri-Met Pass Program so that
18 it covers all public bus companies operating in the area and so
19 that the employee reimbursement is set at a percentage of the
20 total cost of a pass, rather than a fixed dollar amount.

21 Section II. Amendment.

22 Ordinance No. 740, Section VI. Paid Holidays,
23 Paragraph (A) is hereby amended to read:

24 "In lieu of the specific holidays listed above, the
25 Sheriff's Office exempt employees shall be awarded eleven and

1 one-half (1 1/2) Personal Holidays per year on each July 1, to
2 be used at the discretion of the employee with the consent of
3 the Appointing Manager."

4 Section III. Repeal.

5 Ordinance No. 740, Section XV. Tri-Met Pass Program is
6 repealed, effective June 30, 1993.

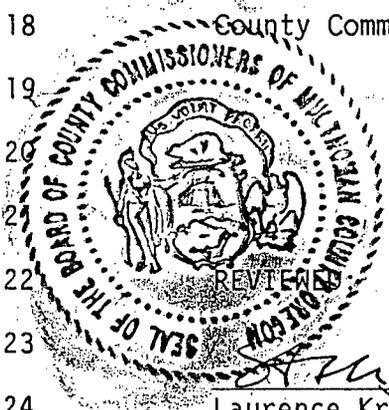
7 Section IV. Substitute Provision.

8 The following substitute provision is hereby adopted:

9 "Section XV. Bus Pass Program

10 Effective July 1, 1993, the County shall
11 contribute an amount equal to 75% of the monthly cost of a
12 public bus pass which the employee uses for his/her personal
13 commuting to and from work. In no case shall the monthly
14 dollar amount reimbursed exceed the maximum non-taxable amount
15 allowed by IRS regulations."

16 ADOPTED this 29th day of April,
17 1993, being the date of its second reading before the Board of
18 County Commissioners of Multnomah County, Oregon.



19
20 By Henry C. Miggins
21 Henry C. Miggins, Acting Chair
22 MULTNOMAH COUNTY, OREGON

23 Laurence Kressel
24 Laurence Kressel, County Counsel
25 of Multnomah County, Oregon

Meeting Date: APR 29 1993

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PROCLAIMING MAY 2, 1993 PUBLIC HEALTH NURSES DAY

BCC Informal _____
(date)

BCC Formal APRIL 29, 1993
(date)

DEPARTMENT: HEALTH

DIVISION: ADMINISTRATION

CONTACT: PEGGY HILLMAN

TELEPHONE: 248-3674

PERSON(S) MAKING PRESENTATION MARY LOU HENNRICH AND JAN WALLINDER

ACTION REQUESTED:

[] INFORMATION ONLY [] POLICY DIRECTION [X] APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 MINUTES

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

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

Proclaiming May 2, 1993 the 100th anniversary of Public Health Nursing in the United States.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

Pelle Odegaard

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
1993 APR 20 AM 9:48
MULTNOMAH COUNTY
OREGON

*Copy of Proclamation 93-142
Sent to Peggy Hillman on 5-3-93*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
May 2, 1993 as Public Health) PROCLAMATION
Nurses Day in Multnomah County) 93-142

WHEREAS, the tradition of Public Health Nursing began 100 years ago when Lillian Wald opened the Henry Street Settlement House in New York City, offering care for mothers and children, the ill and the elderly poor who had no medical care available; and

WHEREAS, in 1902, Public Health Nursing began in Oregon by a group of concerned citizens who formed the Visiting Nurse Association with donations from the community, hired the first nurse, Mrs. Lucy Morgan in 1902; and

WHEREAS, Due to the continued and constant supervision, intervention and concern of Public Health Nurses, diseases such as Small Pox, Diphtheria, Tetanus, Measles, Mumps, Rubella, Poliomyelitis and other communicable diseases have been controlled or eradicated; and

WHEREAS, Public Health Nurses advocate for access to health care for the poor, immunizations, communicable disease control, schoolnursing, family planning, home health care, prenatal, infant and child care in well child clinics; and

WHEREAS, Public Health Nurses make a significant contribution to our society by their work in the areas of maternal and child health, teenage pregnancies, drug and alcohol abuse, homelessness, mental health, AIDS, Hepatitis, violence, rape and homicide; and

WHEREAS, Public Health Nurses offer nutrition information, parenting classes, hospice care, jail and skid row services, and are often the only accessible health care provider in both inner-city and rural areas; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Multnomah County Board of Commissioners, hereby proclaim May 2, 1993 as Public Health Nurses Day to recognize and honor the past accomplishments of Public Health Nurses and support the future endeavors of Public Health Nursing in Multnomah County.

APPROVED this 29th day of April, 1993.

MULTNOMAH COUNTY, OREGON

By H. C. Miggins
H. C. Miggins
Acting Chair



Meeting Date: APR 29 1993

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: _____

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

DEPARTMENT DES DIVISION Animal Control

CONTACT Mike Oswald TELEPHONE x4056

PERSON(S) MAKING PRESENTATION Mike Oswald

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

To proclaim the week of May 2-8, 1993 as Be Kind To Animals Week in Multnomah County, Oregon.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER no BH William

BOARD OF COUNTY COMMISSIONERS
1993 APR 19 AM 9:05
MULTNOMAH COUNTY OREGON

(All accompanying documents must have required signatures)

Copy of Proclamation 93-143 sent to Mike Oswald & Harriet Webber on 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming the Week)
of May 2-8, 1993 as Be Kind to Animals) PROCLAMATION
Week in Multnomah County, Oregon) 93-143

WHEREAS we have been endowed not only with the blessings and benefits of animals, including companionship and great pleasure in our daily lives, but also with a firm responsibility to protect these fellow creatures with whom we share the earth from need, pain, fear and suffering; and

WHEREAS we recognize that teaching attitudes of kindness, consideration and respect for all living things through humane education in the schools and community helps to provide the basic values on which a humane and civilized society is built; and

WHEREAS the people in Multnomah County are deeply indebted to their animal control agency, other humane organizations and veterinarians for their invaluable contribution in caring for lost and unwanted animals, instilling humane values in our children through humane education programs, and promoting a true working spirit of kindness and consideration for animals in the minds and hearts of all people; and

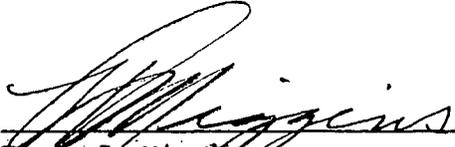
WHEREAS the year 1993 marks the Seventy-Eighth Anniversary of the American Humane Association's "Be Kind to Animals Week", a celebration co-sponsored by Multnomah County Animal Control, the Oregon Humane Society and the veterinarian community to observe the philosophy of kindness to animal;

NOW THEREFORE the Board of County Commissioners, proclaim and pronounce the week of May 2-8, 1993, as "Be Kind to Animals Week", and does encourage all our citizens to fully participate in all the events related thereto in this County.

DATED THIS 29th day of April, 1993

MULTNOMAH COUNTY, OREGON




Henry C. Miggins
Multnomah County Acting Chair

Meeting Date: APR 29 1993

Agenda No.: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Quitclaim Interest in Real Property to City of Troutdale

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

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Bob Oberst TELEPHONE 248-3851

PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

0.11 acre parcel of tax title property transferred to City in 1988 with reverter in event of failure to use for public purpose. City does not require use of the property and has a LID assessment on it for amount greater than value. City proposes sale to an adjacent owner; release of County's interest is needed. County will recover taxes and costs.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Bob Oberst BH Wallis

MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:00

(All accompanying documents must have required signatures)

Copy of Order 93-144 sent to Bob Oberst on 5-3-93.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Quitclaim of any)
interest of Multnomah County in Tax)
Lot 129, Section 25, T1N, R3E, WM,)
Multnomah County, Oregon.)

O R D E R

93-144

It appearing that Multnomah county conveyed to the City of Troutdale on January 12, 1989 a parcel of land acquired by the County through foreclosure of delinquent taxes, said parcel being Tax Lot 129, Section 25, T1N, R3E, WM, Multnomah County, Oregon for consideration of \$0.00;and

It appearing that said parcel of land was to be used by the City for a public purpose and that, if the property ceased to be used for a public purpose, title to revert to Multnomah County; and

It appearing that the parcel is no longer useful for a public purpose, that is not of sufficient size to be improved and is not marketable to the general public; and

It appearing that an adjacent landowner is willing to purchase the parcel, and that the City is willing to pay to Multnomah County the sum of \$287.99, which is the amount of taxes owed at the time of foreclosure and costs incurred by Multnomah County in managing the property; and

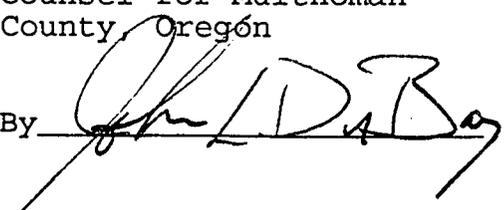
It being determined that interests of the citizens of Multnomah County will best be served by the Quitclaim of the County's interest in said parcel and the receipt of the amount equal to delinquent taxes which had accrued thereon and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this QUITCLAIM DEED before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

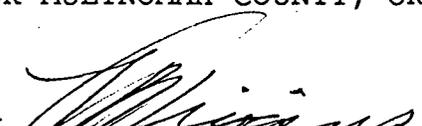
Dated this 29th day of April, 1993.

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By 

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 

~~XXXXXX~~
H. C. Miggins, Acting Chair

NL

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Multnomah County, a political subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto City of Troutdale, Oregon, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP MARKED "WHITE STONE", SAID WHITE STONE IS A DEED REFERENCE WHICH IS TEN FEET EASTERLY FROM A LARGE BLACK STONE AS SHOWN ON MAP TITLED "SURVEY OF THE A.E. JACKSON PROPERTY" SURVEYED BY O.G. PORTER IN OCTOBER 1922 AND FILED AT THE COUNTY SURVEYORS OFFICE UNDER NUMBER G 4-27; THENCE N 57° 23' 47" E 120.00 FEET TO THE MOST WESTERLY CORNER OF THE MOST NORTHERLY TRACT OF SAID PORTER SURVEY; THENCE ALONG THE SOUTH-WESTERLY LINE OF SAID NORTHERLY TRACT S 35° 45' 09" E 159.99 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE S 71° 28' 44" E 44.63 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE S 43° 19' 03" E 41.32 FEET; THENCE S 51° 40' 34" E 55 FEET MORE OR LESS TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS PARCEL I IN WARRANTY DEED TO ORLIN B. HUSTON, ET US, AND RECORDED ON MAY 22, 1959, IN BOOD 1956, PAGE 408, DEED RECORDS, MULTNOMAH COUNTY; THENCE NORTHEASTERLY ALONG SAID HUSTON TRACT 50 FEET MORE OR LESS TO THE SOUTHWESTERLY LINE OF THE MOST NORTHERLY TRACT OF SAID PORTER SURVEY; THENCE ALONG SAID SOUTHWESTERLY LINE IN 71° 28' 44" W 112.03 FEET TO THE POINT OF BEGINNING.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

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

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of, 19.....; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

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.

Henry C. Miggins
Acting Chair, Multnomah County
Board of Commissioners

STATE OF OREGON, County of Multnomah) ss.
This instrument was acknowledged before me on April 29, 1993,
by Henry C. Miggins
This instrument was acknowledged before me on April 29, 1993,
by Acting Chair
as
of Multnomah County Board of Commissioners.

REVIEWED

By

[Signature]



Carrie Anne Parkerson
Notary Public for Oregon
January 24, 1997

Multnomah County
2505 S.E. 11th Avenue
Portland, Oregon 97202
Grantor's Name and Address
City of Troutdale
104 S.E. Kibling Street
Troutdale, Oregon 97060-2099
Grantee's Name and Address
After recording return to (Name, Address, Zip):
Until requested otherwise send all tax statements to (Name, Address, Zip):

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of) ss.
I certify that the within instrument was received for record on the day of, 19....., at o'clockM., and recorded in book/reel/volume No..... on page and/or as fee/file/instrument/microfilm/reception No....., Record of Deeds of said County.
Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

Meeting Date APR 29 1993

Agenda No.: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: I.G.A. with City of Portland for R/W Easement for Hogan Road

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

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Bob Pearson TELEPHONE 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 minutes

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

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

Approval of I.G.A. with the city of Portland for right-of-way easement for SE Hogan Road, crossing of the Springwater Corridor, and authorizing of payment of fee.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER RCP BH Willia

(All accompanying documents must have required signature)

MULTNOMAH COUNTY
OREGON
1993 APR 19 AM 9:09
BOARD OF
COUNTY COMMISSIONERS

3706V/0343E

Originals sent to Bob Pearson on 5-3-93.

Signed originals from City of Portland sent to Bob Pearson on 4/21/93

TO: CARRIE PARKERSON

RE: ITEM R-15 ON AGENDA FOR 4/29/93

AS SOON AS THIS ITEM IS SIGNED WOULD YOU PLEASE CONTACT SUSAN HATHAWAY-MARKER AT 823-5247 OR HAVE IT DROPPED OFF FOR HER AT ROOM 1240 (CITY PARKS) IN PORTLAND BLDG. SHE WILL GET CITY SIGNATURES AND SHOULD RETURN AT LEAST 2 SIGNED COPIES BACK TO YOU.

IF YOU WILL FORWARD TO ME WITH CONTRACT DESCRIPTION FORM, WE WILL HAVE THEM RECORDED AND WILL RETURN A RECORDED COPY TO HER. WOULD APPRECIATE IT, IF THE PROCESS BE EXPEDITED.

Thanks for your trouble
Bob Pearson
3835

CC: SUSAN HATHAWAY-MARKER



CITY OF PORTLAND
BUREAU OF PARKS AND RECREATION



1120 S.W. 5TH, ROOM 1302
PORTLAND, OREGON 97204-1933
(503) 796-5193

MIKE LINDBERG, Commissioner

CHARLES JORDAN, Director

MEMORANDUM

DATE: May 6, 1993

TO: Toni Anderson, Auditor's Office

FROM: Susan Hathaway-Marxer, Property Management 

SUBJ: HOGAN ROAD - EASEMENT FOR MULTNOMAH COUNTY OVER
SPRINGWATER CORRIDOR

Attached are 3 original documents needing City Hall signatures. Madelyn Wessel in the City Attorney's Office authored the easement so she should sign for the City Attorney.

Council approved the Ordinance, No. 166450, granting this easement on April 28, 1993, when all Bureaus were under the Mayor, but the documents were written when Mike Lindberg was Commissioner for Parks so his signature is required.

Including notary signatures, you will notice that there are 4 signature pages for each original.

Thanks for the help. When they are signed, please keep one for your files and return the other two to me. I will make a copy for Parks and send the two originals to Carrie Parkerson at Multnomah County. She will forward to Bob Pearson of Multnomah County Transportation who will have the easement recorded.

Call me at 823-5247 if you have any questions.

c: Carrie Parkerson/Bob Pearson (Multnomah County)

PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

MEMORANDUM

DATE: June 3, 1993

TO: Carrie Parkerson, Multnomah County

FROM: Susan Hathaway-Marxer, Property Management

SUBJ: **HOGAN ROAD - EASEMENT FOR MULTNOMAH COUNTY OVER SPRINGWATER CORRIDOR**

BOARD OF
COUNTY COMMISSIONERS
1993 JUN - 8 PM 4:21
MULTNOMAH COUNTY
OREGON

Attached are two-fully executed original documents conveying an easement to Multnomah County from the City over Springwater Corridor in connection with the realignment of SE Hogan Road. The City Auditor has the third original document for the City's records.

I understand that you are to forward these documents to Bob Pearson of Multnomah County Transportation for recording.

I am sorry it took so long to obtain the (several) required signatures. It seems as though everything connected with this request has taken extraordinary time to complete.

Thanks for your cooperation. Please call me at 823-5247 if you have any questions.

C:
Bob Pearson, Multnomah County - Please arrange for the \$500.00 fee to be sent to my attention. The check should be made out to Portland Parks and Recreation General Fund, 1120 SW 5th Avenue, Room 1302, Portland, OR 97204.

Ron Lambert, PDOT Survey Chief w/copy of executed easement
Toni Anderson, Auditor's Office
George Hudson, Portland Parks and Recreation
John Sewell, Portland Parks and Recreation



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3 0212 3

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-15</u> DATE <u>4/29/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	---	--

Department Environmental Services Division Transportation Date 4/15/93

Contract Originator Bob Pearson Phone 3838 Bldg/Room 425

Administrative Contact Bob Pearson Phone 3838 Bldg/Room 425

Description of Contract: I.G.A. with city of Portland for right-of-way easement for SF Hogan Road relocated crossing on the Springwater Corridor, and authorizing payment of \$500 payment fee.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland Springwater Corridor Project Manager
Mailing Address Bldg 106/Room 1302

Phone 823-5247

Employer ID # or SS # _____

Effective Date Signatures Dates

Termination Date None

Original Contract Amount \$500.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 500.00

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ 500.00 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
Department Manager rep BH Wellis

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

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

Encumber: Yes No

Date 4/16/93

Date _____

Date 4/15/93

Date 4/29/93

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6127			8300					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATOR

GREEN - FINANCE
106/1430

SPRINGWATER CORRIDOR

April 12, 1993

Mile Post 17 . 43
Eng. Sta. 948 + 52.4

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 28th day of April, 1993, by and between the CITY OF PORTLAND (the "CITY"), and MULTNOMAH COUNTY (the "HOLDER").

WHEREAS, the CITY owns certain property known as the Springwater Corridor, (the "Property") which extends from Portland to Boring, Oregon, on which the CITY plans to construct, operate, and maintain recreational improvements, including trails and related facilities, for the public's use and enjoyment; and

WHEREAS, the CITY is required to maintain the Property in such a way as to accommodate construction and operation of a rail line in the future; and

WHEREAS, HOLDER desires to construct and maintain certain Facilities and improvements ("HOLDER'S Facilities") on a portion of the CITY's property specifically described as follows:

Describe facilities to be constructed:

Multnomah County Road and structure to be known as S.E. Hogan Road.

Describe location by street reference, railroad milepost, and/or engineer station number:

S.E. Hogan Road in the vicinity of Johnson Creek at Engineer Station 948 + 52.4 on the Springwater Corridor.

as shown on EXHIBITS A and B, attached hereto and by this reference made a part hereof; and

WHEREAS, HOLDER acknowledges that the paramount use of the Property is for the public's use and enjoyment and that the construction, operation, and maintenance of HOLDER'S Facilities shall not adversely affect the Property's paramount use; and

WHEREAS, CITY is willing to grant a right-of-way easement to HOLDER on the terms and conditions set forth herein.

NOW, THEREFORE, the CITY and HOLDER, in consideration of payment hereinafter stipulated and the mutual covenants hereinafter contained, hereby agree as follows:

I. DEFINITIONS

As used in this Agreement:

"Facilities" means HOLDER'S facilities, improvements or construction on the easement area, for which the easement has been sought.

"Easement area" means that portion of the Property (as shown on Exhibits A and B on which HOLDER is authorized to construct, install, operate, and maintain certain facilities and improvements.

"Park" means that portion of the Property on which the CITY maintains and operates recreational facilities and related improvements, whether existing as of the date of this Agreement or established thereafter, for the public's use and enjoyment.

"Property" means that property owned by the CITY, commonly referred to as the Springwater Corridor, a portion of which is shown on Exhibit A hereto.

"Trail" means that portion of the Property which the CITY maintains and operates as a trail or path, both paved and unpaved, including barricades, bridges, signs, benches, fountains, and related improvements, whether existing as of the date of this Agreement or established thereafter, for the public's use and enjoyment.

II. PERMITTED USES

CITY hereby grants a nonexclusive right-of-way easement to HOLDER, upon the conditions, covenants, and agreements hereinafter set forth, to use the easement area for the purposes of constructing, operating, and maintaining HOLDER's facilities. Pursuant to HOLDER'S removal of existing road, all property currently occupied by said road shall revert back to the CITY and shall be restored as provided for herein in Section V.E. RESTORATION.

III. EFFECTIVE DATE

This Agreement shall take effect as of the date first herein written.

IV. PAYMENTS

Upon execution of this agreement, HOLDER shall pay CITY a one-time fee of: \$500.00.

V. CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE FACILITIES, AND RESTORATION OF THE CITY'S PROPERTY

A. GENERAL RESPONSIBILITIES OF HOLDER.

(1) Compliance with Applicable Laws and Regulations

HOLDER shall construct, operate, and maintain its Facilities in accordance with all applicable federal, state, and municipal or county laws, orders, rules, and regulations existing on the date of this Agreement or enacted thereafter affecting HOLDER's use of the Property, and HOLDER shall assume all costs, expense, and responsibility in connection therewith.

(2) Manner of Performance

HOLDER shall construct, operate, and maintain its Facilities in an orderly and workmanlike manner. The safety of the general public shall be of paramount importance.

(3) Permits

HOLDER is responsible for determining the existence of, securing and paying for all permits and government fees, licenses, and inspections necessary for the proper construction, operation, and maintenance of HOLDER'S Facilities. HOLDER is specifically advised to consult with the following jurisdictions regarding the necessity of obtaining such a permit, etc.:

City of Gresham

(4) Interference

HOLDER'S Facilities shall be constructed, operated and maintained in a safe and proper manner so as not to endanger the general public, interfere with the public's use and enjoyment of the Park, Trail, and Property, or interfere with any improvements on the Property, except as is reasonably necessary to construct, operate, and maintain holder's facilities.

(5) Maintenance of Records

HOLDER shall keep accurate maps and records, including the approved as-built construction plans and specifications, of its facilities and improvements located on the Property and shall make available to the CITY such maps and records when requested.

B. CONSTRUCTION

(1) Construction Plans and Specifications

(a) Construction of HOLDER's Facilities on the Property shall be performed strictly in accordance with plans and specifications approved in writing by CITY. CITY shall approve or give written notice of specific objections to the plans within 21 days of receipt of such plans from HOLDER shall be deemed approved. Only those Facilities reflected in this Agreement shall be established on the Property. HOLDER shall not construct additional Facilities on the Property without specific written approval of the CITY, which written approval shall not be unreasonably withheld. Such approval, if given, may constitute a separate agreement.

(b) HOLDER is hereby placed on notice that Portland General Electric Company owns and operates electric transmission facilities within the portion of the Property covered by this Agreement. HOLDER shall be responsible for notifying Portland General Electric Company prior to commencement of any construction activity in order to avoid conflicts between HOLDER and Portland General Electric Company.

(2) Construction Schedule

HOLDER shall submit to CITY a proposed construction schedule, indicating at a minimum when construction of the road will begin and be completed.

(3) Confining Construction Activity and Warning Public

(a) HOLDER will post signs to warn the public of any hazard created by its construction activities.

(b) During construction, HOLDER and its contractors and subcontractors shall confine all construction activity, including access and storage, within the easement area and such immediately adjacent portions of the Springwater property as are reasonably necessary for construction activities.

(c) In the event HOLDER shall take down any fence of CITY, or any fence of an abutting property required for the construction of the Facilities, HOLDER shall construct and maintain, at HOLDER's sole expense, temporary fencing for the duration of the construction work.

(4) Excavation

(a) HOLDER shall not make or begin any excavation or other subsurface activity on the Property without first obtaining information concerning the possible location of any underground facility from each and every public utility, municipal corporation, or other person or entity having the right to bury underground facilities on the Property.

(b) HOLDER shall not make or begin any excavation or other subsurface activity on the Property without having all underground facilities located by suitable markers or other means by the owners of such underground facilities or other qualified or authorized persons.

(c) Obtaining the information required by subparagraphs (4)(a) and (4)(b) of this paragraph does not excuse HOLDER from conducting all excavation or other subsurface activity in a careful and prudent manner.

(d) All excavation or other subsurface activity made by HOLDER shall be properly safeguarded for the prevention of accidents. All excavated or tunneled areas shall be filled in or otherwise adequately secured at the end of each work day.

(5) Inspection of Construction

(a) The construction of HOLDER'S Facilities is subject to CITY inspection at all places and all reasonable times to ensure strict compliance with the terms of this Agreement.

(b) CITY inspections are for the sole benefit of the CITY and do not constitute or imply acceptance of any work as conforming with the requirements of this Agreement. The presence or absence of a CITY inspector does not relieve HOLDER from any contract requirement, nor is the inspector authorized to change any term or requirement of this Agreement without the written authorization of the CITY'S Representative.

C. SPECIAL ROAD CONDITIONS

- (1) HOLDER shall install a complete set of barriers that will effectively preclude vehicular access to the Springwater Corridor from the driveway or road in accordance with the approved Gresham Master Plan for the Springwater Corridor.
- (2) The HOLDER shall ultimately install signage and other traffic warning devices or markings, at HOLDER'S own expense, consistent with the traffic control elements incorporated in the Manual or Uniform Traffic Control Devices as adopted by the Oregon Department of Transportation Commission.

D. MAINTENANCE AND OPERATION

- (1) HOLDER shall be responsible for maintaining all Facilities established by it on the Property, and shall perform such maintenance in a manner and at such frequency as necessary to keep the Property safe and to protect against damage to the Property and adjoining properties.
- (2) Generally, HOLDER shall avoid disturbing the Property and any improvements thereon while maintaining HOLDER's Facilities. To the extent any disturbance does occur, HOLDER shall restore such disturbed areas in accordance with the requirements set forth herein under "Restoration."

E. RESTORATION

- (1) HOLDER shall, as soon as practicable after the completion of any construction or maintenance activities, restore all areas, including trail, fences, trail signage, etc., disturbed during such activities. These areas shall be restored in kind to a condition substantially the same as or better than that which existed prior to HOLDER's performing such activities, and shall be restored to the satisfaction of the CITY, taking into consideration aesthetics as well as structural or design integrity.
- (2) If the disturbed area is on a part of any trail in use by the public, HOLDER shall immediately restore the disturbed area with a temporary patch until the asphalt or other trail construction material can be permanently restored.

- (3) In the event HOLDER fails to restore any areas in a timely manner as determined by the CITY, the CITY may undertake such restoration and require HOLDER to reimburse the CITY for all costs incurred by the CITY. The CITY will give the HOLDER written notice and a minimum of 60 days to correct any problems prior to the CITY undertaking any restoration.

VI. ABSENCE OF WARRANTIES; LIMITATION OF RIGHTS CONFERRED; AUTHORITY TO GRANT ADDITIONAL RIGHTS; AND ACCEPTANCE OF PROPERTY CONDITION

- A. The rights or privileges herein granted to HOLDER are subject to any rights or interests held by others in and to the Property as of date of this Agreement. The CITY makes no representations or warranties, express or implied, concerning the extent of such outstanding rights held by others and shall have no responsibility for conflicts with others as a result of this Agreement.
- B. CITY makes no warranty regarding the condition of soils on the property. In the event that HOLDER'S activities cause the release or threatened release of a hazardous substance as defined in ORS 465.200(a), HOLDER shall undertake those actions specified in paragraph VIII herein.
- C. Any rights granted under this Agreement shall not limit the CITY'S authority to construct additional trails or facilities or to grant additional rights or interests within the easement area, subject to obtaining an encroachment permit from HOLDER, the permission for which shall not be unreasonably withheld. Except as might relate to eventual rail restoration, should the CITY construct additional trails or facilities or authorize some other entity to do the same within the easement area, the CITY will require any interference with HOLDER'S rights to be minimized, and will require that HOLDER'S facilities be restored, at no expense to HOLDER, to as good or better condition as they were in before any permitted construction occurred.

- D. HOLDER warrants that HOLDER has inspected the Property and accepts it in its present condition. The CITY makes no representation or warranties, express or implied, concerning the condition of the Property and shall have no responsibility for repairs and maintenance of the Property at any time.

VII. WAIVER OF BREACH

The waiver by the CITY of the breach of any condition, covenant, or agreement herein contained to be kept, observed and performed by the HOLDER shall in no way impair the right of the CITY to avail itself of any subsequent breach thereof.

VIII. PROHIBITED USES; HAZARDOUS MATERIALS

The HOLDER shall not cause or authorize any conduct on the easement area that would cause the easement area, or any part thereof, to be contaminated by a Hazardous Substance as defined in ORS 465.200(9). In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, caused or authorized by HOLDER, HOLDER shall immediately undertake all emergency response necessary to contain, clean up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substances is eliminated. The CITY shall have the right to approve all investigatory, remedial and removal procedures and the company(ies) and/or individual(s) conducting said procedures. Within 30 days following completion of such investigatory, remedial and/or removal action, HOLDER shall provide the CITY with a certification acceptable to the CITY that all such contamination has been eliminated.

IX. RAIL RESTORATION

HOLDER acknowledges CITY'S obligation to maintain the Property in such a way as to accommodate construction and operation of a rail line in the future. In the event that a rail line is constructed over the easement area, HOLDER shall at HOLDER'S sole expense do such reconstruction either in the easement area or on the property or both as may be necessary so that the rail line can be constructed. HOLDER shall not be required to construct any part of the rail line and shall not be responsible for signals or crossings for the line. HOLDER and CITY shall agree on the most economical design to permit the construction of the rail line. In the event that the parties cannot agree, the matter shall be referred to arbitration which shall be conducted pursuant to ORS 36.300 et seq.

X. NOTICES

Notices under this Agreement shall be deemed to be properly served if delivered in writing by certified mail with return receipt requested to the following addresses or such other places as the parties reasonably designate:

To CITY: (City's Representative):

Attn: Springwater Corridor Project Manager
City of Portland Bureau of Parks and Recreation
1120 SW 5th Avenue, Room 1302
Portland, Oregon 97204-1933

To HOLDER:

Attention: County Engineer
Multnomah County Transportation Division
1620 SE 190th Avenue
Portland, Oregon 97233

XI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

XII. ENTIRE AGREEMENT

This agreement contains the entire agreement between the CITY and the HOLDER and supersedes all prior written or oral discussions or agreements.

CITY OF PORTLAND, OREGON

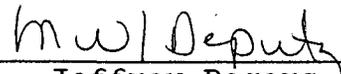
MULTNOMAH COUNTY


Mike Lindberg (date)
Commissioner of Public
Affairs

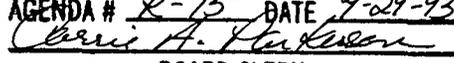
 7-29-93
Henry C. Giggins (date)
For: Board of County
Commissioners

APPROVED AS TO FORM

REVIEWED:

By 
Jeffrey Rogers
City Attorney

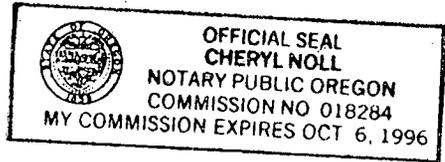
By 
County Counsel for Multnomah Co.

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-15 DATE 7-29-93

BOARD CLERK**

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on the 13 day
of May, 1993, by Mike Lindberg as
Commissioner of Public Affairs of the City of Portland.

Cheryl Noll
Notary Public for Oregon
My Commission Expires: 10/6/96



STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on the 29th day
of April, 1993, by H.C. Miggins, For: Board
of County Commissioners, of Multnomah County, Oregon.

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97



Pursuant to

Ordinance No. 166450

Passed April 28, 1993.

Approved as to form:

City Attorney

Approved:

Engineer

After recording return to:

Ike Azar/ Bldg #425

Attachments:

Exhibit A: Sketch of Easement

Exhibit B: Legal Description of Easement for Road Purposes

madelyn.wrk\mul tco.agr

HOGAN ROAD
South of Palmquist Road
Exhibit "B"
April 12, 1993

EASEMENT FOR ROAD PURPOSES

The CITY OF PORTLAND, a municipal corporation of the State of Oregon, grants to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road purposes, the following described property:

A parcel of land situated in the southeast one-quarter of Section 15, T1S, R3E, W.M., Multnomah County, Oregon, which is described as follows:

PARCEL 1:

Beginning at a point on the south line of that tract of land conveyed to Fred Farah, Raji A. Azar, Afife A. Azar, Myrna L. Azar, David G. Foteff and James Foteff, by deed recorded March 2, 1988, in Book 2084, Page 91, Deed Records of Multnomah County, Oregon, said point being N 40°27'30" W, 49.14 feet from the most southerly corner of said Farah-Azar-Foteff tract; thence N 40°27'30" W along said south line, a distance of 71.61 feet; thence S 16°26'57" W, a distance of 119.36 feet to a point on the southwesterly right-of-way line of the O.W.P. Railway Company; thence S 40°27'30" E along said southwesterly right-of-way line, a distance of 71.61 feet; thence N 16°26'57" W, a distance of 119.36 feet to the point of beginning.

Containing 7,162 square feet, more or less.

In addition to the above described parcel of land, two easements for the construction and maintenance of slopes, walls, drainage facilities and/or utilities are described as follows:

AFTER RECORDING RETURN TO:
Ike Azar/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

PARCEL 2:

A strip of land 30.00 feet wide, when measured at right angles, lying westerly of and adjacent to the above described parcel and extending from the southerly line of said Farah-Azar-Foteff tract to the southwesterly right-of-way line of said O.W.P. Railway Company.

Containing 3,581 square feet, more or less.

PARCEL 3:

A strip of land 15.00 feet wide, when measured at right angles, lying easterly of and adjacent to the above described parcel and extending from the southerly line of said Farah-Azar-Foteff tract to the southwesterly right-of-way line of said O.W.P. Railway Company.

Containing 1,791 square feet, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

The true and actual consideration for this easement is \$500.00.

HOGAN ROAD
South of Palmquist Road
Exhibit "B"
April 12, 1993
Page 3

DATED this 28th day of April, 1993.

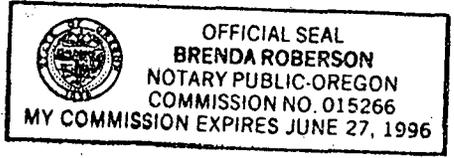
CITY OF PORTLAND

By: Mike Lundberg
(Official Title) _____

By: _____
(Official Title) _____

STATE OF _____, County of _____

SIGNED BEFORE ME May 26, 1993, personally appeared Mike Lundberg, who, being sworn, stated that he is/are the Commissioner of Public Utilities of the City of Portland, a municipal corporation, and that this instrument was voluntarily signed in behalf of said municipal corporation by authority of its City Council. Before me:



Brenda Roberson
Notary Public for said State

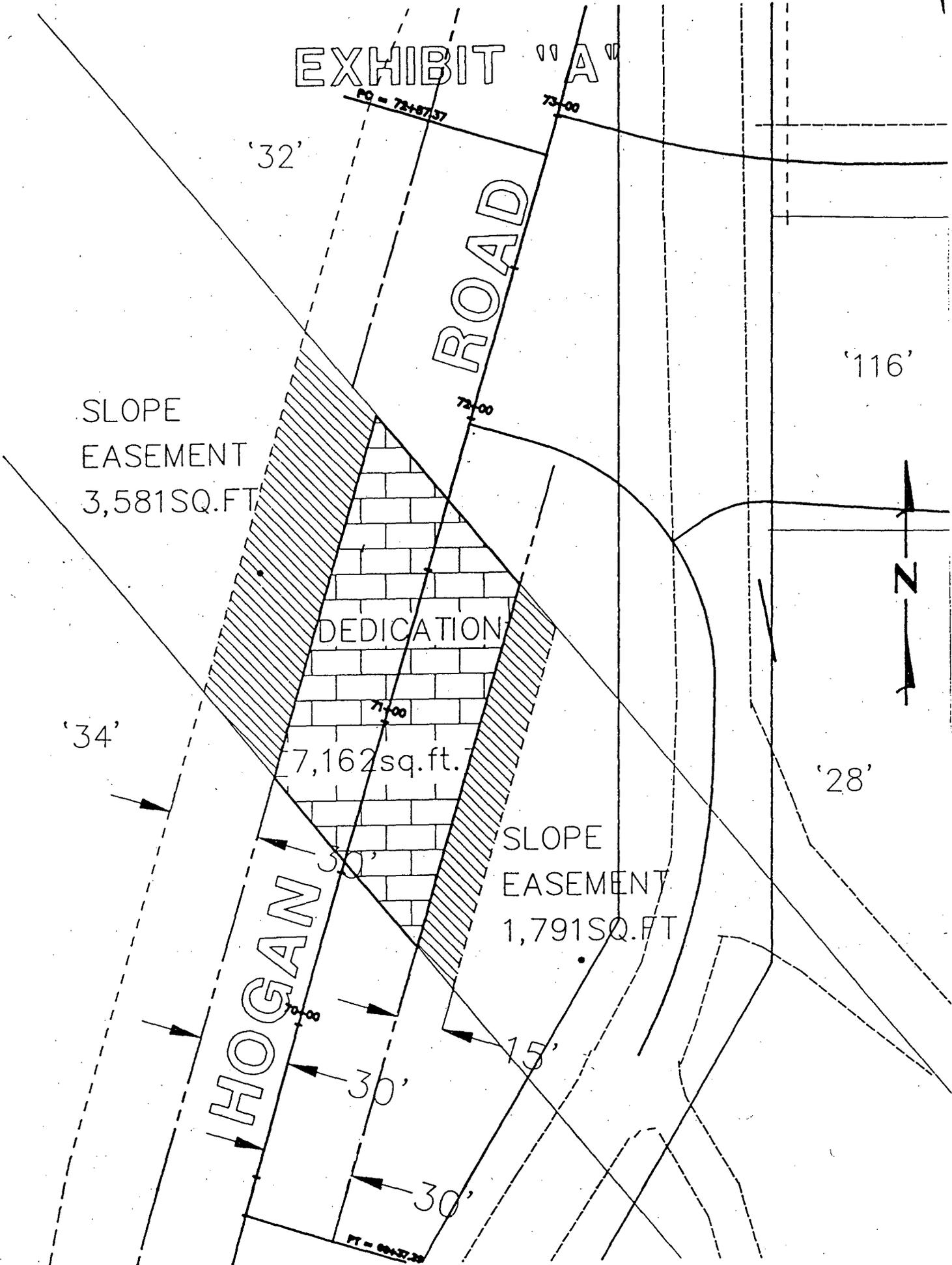
My Commission expires 6/27, 1996.

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By: John DuBay
JOHN DuBAY
Assistant County Counsel

EXHIBIT "A"



SLOPE
EASEMENT
3,581 SQ. FT.

DEDICATION

7,162 sq. ft.

SLOPE
EASEMENT
1,791 SQ. FT.

HOGAN
ROAD

ROAD



'32'

'34'

'116'

'28'

30'

30'

30'

15'

72+00

73+00

72+00

71+00

70+00

PT = 69+37.29

APR 29 1993

APR 22 1993

R-16

R-18

Meeting Date: APR 15 1993

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Pittcock Block Lease

AGENDA REVIEW/ BOARD BRIEFING	<u>4/13/93</u> (date)	REGULAR MEETING	<u>4/15/93</u> (date)
DEPARTMENT	<u>Non-Departmental</u>	DIVISION	<u>District 3</u>
CONTACT	<u>Carol Kelsey</u>	TELEPHONE	<u>248-5217</u>
PERSON(S) MAKING PRESENTATION	<u>Commissioner Tanya Collier</u>		

ACTION REQUESTED:

INFORMATIONAL ONLY
 POLICY DIRECTION
 APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 Minutes

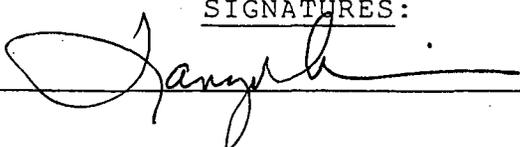
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

This Policy Direction is requested to address the specific necessity of 36,000 sq. ft. more space for Mental Health in the Pittcock Building from its present 23,600 sq. ft. in the Gill Building, and the fact that Health is absorbing the 23,600 sq. ft. left in the Gill building vacated by Mental Health and also whether Walnut Park should be used as a remodeled resource.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1993 APR -7 PM 2:56

(All accompanying documents must have required signatures)

*Continued for Approv.
90 days. (end of July)*

4/20/93 Submission
R-28



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

April 20, 1993

TO: BCC Members

FROM: Dan Saltzman

RE: Columbia Villa COP and Related Issues

If we accept for a moment that there is a solid, service-based rationale for the renovations that the Columbia Villa COP will enable, I think that there is a way to responsibly support its issuance.

While other issues such as the proposed Pittock Block Bldg. lease are separate from the Villa COP, I think Commissioner Collier makes an excellent point that we need to look at space issues from a broader, facilities management perspective. As such, my recommendations on the Columbia Villa COP and related space needs issues are as follows:

1) Proceed with Columbia Villa COP issue, incur net general fund annual expense of \$73,000 for construction and \$50,000 for operations and maintenance.

ONLY IF:

2) Mental Health can remain in Gill Building, and expand its space to 36,000 sq. ft.

3) Health Department plan for effective use of all vacant space in Walnut Park Building. This may include moving programs from Gill and Marlene buildings, and otherwise accommodating Mental Health's space needs.

4) Mental Health's lease service internal reimbursement to county can be no greater than terms under proposed 10 year Pittock Block lease. The negotiated Pittock Block lease locks in costs over 10 years (other than potential utility increases which would be passed through at cost). It stays below \$10/sf for the first 3 years and peaks at \$12.07/sf in the year 2003.

5) Already approved Gill Building remodel budget can be reviewed jointly by Health and Social Services Depts., and Chair's office, to ensure that optimum remodel for space needs, enhanced productivity and environmental conditions are accounted for.

OVERALL IMPACT

My rough estimates are that the above package would be about break-even in terms of net impact on the general fund. Savings from the Pittock Block lease may slightly exceed net costs of Columbia Villa project. While this does not include or address the Health Department expenses to staff a new clinic, I believe the Health Department can find a way to enhance service with existing county and volunteer resources.

Once again, I believe that it is incumbent on the Health Department to persuasively demonstrate the programmatic/service benefits to the Columbia Villa purchase and remodel. Assuming that is done, and taking into account refinancing savings from Gill and Mead buildings; lease cost savings from Columbia Villa, Marlene, and N. Portland Field Team; avoidance of 10 year Pittock Block lease cost; and optimum use of Walnut Park I believe we should proceed with the issuance of the Columbia Villa COP.

4/20/93
Submission

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

Walnut Park Space Use

Number in Use by the County

- Clinic 18,500 sf.
- Aging Services Division 15,540 sf.
- SUBTOTAL 34,040 sf.

Number in Use by Tenants

- Conquest 4,725 sf. to 6-30-95 @ \$39,300/hr
- Check-Mart 650 sf. to 6-30-97* @ \$6,600/hr
- Mid-K 5,636 sf. to 4-30-96* @ \$36,000/hr
- SUBTOTAL 10,561 sf *5-yr. renewal options are in lease

Number Vacant - Useable

- Ground Floor, under clinic 4,570 sf. approx. \$25 - 30/ sf.
- Basement, North End 15,500 sf. approx. \$10 - 15/ sf.
- West Mezzanine, North End 4,000 sf. approx. \$30 - 35/ sf.
- SUBTOTAL 24,070

TOTAL Useable sf. in Bldg. 68,670 sf.

Planned Additional Uses

- Dept. of Health: Clinic expansion, ground floor 4,579 sf. approx.
- Via Contract: Univ. Optometric Program, basement 3,000 sf. approx.
- D.S.S Share: Conf/Training room, basement 700 sf. approx.
- TOTAL PLANNED 8,270 sf.**

Remaining Useable Vacant Space 24,070 sf. - 8,270 sf. = 15,800

- Ground Floor 0 sf.
- Basement 11,800 sf. avail. in 4 months
- NW Mezz. 4,000 sf. avail. in 6 months
- AVAILABLE 15,800 sf.**

Operating Cost \$4.00sf./yr.

APR 29 1993

APR 29 1993

R-17

R-29

Meeting Date: APR 08 1993
Agenda No.: R-22

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Approving Issuance & Sale of Tax-Exempt COP's

BCC Informal 4/6/93 BCC Formal 4/8/93
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of authorizing and approving of the issuance and negotiated sale of Certificates of Participation, Series 1993C, as Additional Certificates in an amount not to exceed \$1,480,000; approving and authorizing a Supplement to the County Health Systems Facilities Master Lease-Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative, Appointing Underwriter, Trustee, Bond Counsel and Financial Advisor.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____
OR
DEPARTMENT MANAGER Paul Boyer
(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR - 1 AM 11:42
MULTNOMAH COUNTY
OREGON

* NOTE: Will need 1/2 hour at the Agenda Review on 4/6/93.

*Continued for Approval
90 days (end of July)*



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: April 1, 1993

Subject: C.O.P. Issue for Facility Construction at Columbia Villa

This is a brief explanation of the attached resolutions.

The first Resolution authorizes the County to do the following:

- Issue exempt C.O.P. Series 1993C for construction of Columbia Villa facility. The total issue costs is not to exceed \$1,480,000.
- Authorize a supplement to the Master-Lease Purchase Agreement between the County and Bank of America, approved April 1, 1993.

The second Resolution, 1993C Reimbursement Resolution authorizes the County to pay itself back for any costs incurred on the Columbia Villa facility before the Certificates are issued.

At the informal agenda review we will provide you with information on lease costs for five years, 10 years, and 20 years. We will also have operation and maintenance costs and a list of available resource policy options. If you have any questions regarding the financing we will be glad to answer them. Program questions regarding Columbia Villa will be answered by Dwayne Prather and Billie Odegaard.

cc: Dwayne Prather
Billie Odegaard

EXHIBIT I

4/6/93 Submission:
R-22/Deane Boyer

MULTNOMAH COUNTY, OREGON REFINANCING ANALYSIS APRIL 1, 1993

	REFINANCING ONLY					GILL BUILDING NEW MONEY			
	Current Lease Payments	Estimated Payments After Refinancing	Refinancing Savings	Interest Income	Net Cash	Gill Bldg First floor	Net Cash	Other Lease Avoidance	Net Cash
1993 - 1994	1,958,500	687,800	1,270,700	80,000	1,350,700	85,000	1,265,700	0	1,265,700
1994 - 1995	1,952,500	2,871,900	(919,400)	80,000	(839,400)	142,000	(981,400)	50,000	(931,400)
1995 - 1996	1,626,500	1,552,500	74,000	80,000	154,000	160,000	(6,000)	50,000	44,000
1996 - 1997	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
1997 - 1998	1,625,500	1,552,500	73,000	80,000	153,000	160,000	(7,000)	50,000	43,000
1998 - 1999	1,652,500	1,552,500	100,000	80,000	180,000	160,000	20,000	50,000	70,000
1999 - 2000	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2000 - 2001	1,647,500	1,552,500	95,000	80,000	175,000	160,000	15,000	50,000	65,000
2001 - 2002	1,644,500	1,552,500	92,000	80,000	172,000	160,000	12,000	50,000	62,000
2002 - 2003	1,645,500	1,552,500	93,000	80,000	173,000	160,000	13,000	50,000	63,000
2003 - 2004	1,644,500	1,552,500	92,000	80,000	172,000	160,000	12,000	50,000	62,000
2004 - 2005	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2005 - 2006	1,643,500	1,552,500	91,000	80,000	171,000	160,000	11,000	50,000	61,000
2006 - 2007	1,646,500	1,552,500	94,000	80,000	174,000	160,000	14,000	50,000	64,000
2007 - 2008	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2008 - 2009	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
2009 - 2010	1,232,500	1,552,500	(320,000)	80,000	(240,000)	160,000	(400,000)	50,000	(350,000)
2010 - 2011	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2011 - 2012	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2012 - 2013	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2013 - 2014	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
	<u>29,366,500</u>	<u>27,955,200</u>	<u>1,411,300</u>	<u>1,680,000</u>	<u>3,091,300</u>	<u>3,267,000</u>	<u>(175,700)</u>	<u>1,000,000</u>	<u>824,300</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

- Column (1) Represents current lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings
- Column (2) Represents estimated lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings AFTER REFINANCE
- Column (3) Represents estimated savings AFTERRREFINANCE
- Column (4) Represents estimated interest earnings on Reserve Funds
- Column (5) Represents Refinancing Net Effect to General Fund
- Column (6) Represents estimated lease payments for Gill Building First Floor Remodel
- Column (7) Represents Refinancing AND Gill Building New Money Net Effect to General Fund
- Column (8) Represents current leases the might be broken due to additional staff rearrangement
- Column (9) Represents Net Effect to General Funad if current leases broken

EXHIBIT II

MULTNOMAH COUNTY, OREGON NORTH PORTLAND (COLUMBIA VILLA) HEALTH CLINIC FINANCING ANALYSIS – 20 YEAR OPTION APRIL 8, 1993

POLICY OPTION I						POLICY OPTION II	
NORTH PORTLAND (COLUMBIA VILLA) CLINIC						OTHER	
NEW MONEY – \$1,480,000 Issue Total						OPTIONS	
	Columbia Villa	- Columbia Villa Lease Avoidance	+ O & M	- N Portland Field Lease Avoidance	= Net Cash	+ Other Clinics Refinancing Savings	= Net Cash
1993 - 1994	62,650	10,000	0	0	(52,650)	62,000	9,350
1994 - 1995	125,300	10,000	50,000	15,000	(150,300)	62,000	(88,300)
1995 - 1996	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1996 - 1997	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1997 - 1998	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1998 - 1999	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1999 - 2000	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2000 - 2001	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2001 - 2002	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2002 - 2003	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2003 - 2004	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2004 - 2005	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2005 - 2006	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2006 - 2007	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2007 - 2008	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2008 - 2009	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2009 - 2010	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2010 - 2011	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2011 - 2012	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2012 - 2013	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2013 - 2014	62,650	10,000	50,000	30,000	(72,650)	62,000	(10,650)
	<u>2,506,000</u>	<u>210,000</u>	<u>1,000,000</u>	<u>585,000</u>	<u>(2,711,000)</u>	<u>1,302,000</u>	<u>(1,409,000)</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)

- Column (1) Represents estimated lease payments for North Portland Clinic
- Column (2) Represents avoidance of current lease with HAP
- Column (3) Represents estimated additional operations & maintenance costs
- Column (4) Represents savings if N Portland Field office lease cancelled
- Column (5) Represents net cash for Option I
- Column (6) Represents average annual savings from Other Clinics Refinancing approved 4/1/93
- Column (7) Represents net cash for Option II

TANYA COLLIER
Multnomah County Commissioner
District 3



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GENERAL FINANCE QUESTIONS

What is the present annual payment on the Gill building package COP's?	\$1,644,500
What would the annual payment be if the refinance were for the Gill building package and purchase of Walnut Park only?	\$1,552,000
How much General Fund savings are realized for the refinance? (the \$80,000 interest is on the required reserves over the life of the COPs but available each year to the G.F.)	\$92,000 + \$80,000 interest = \$172,000
What would the additional annual payment if we added the Gill building remodel?	\$160,000

The Gill building remodel and the purchase of Walnut Park can be accomplished with the saving from the refinance of the Gill building package with about \$12,000 cushion left over.

What are the annual operations and maintenance costs for Walnut Park? **Approx. \$ 270,000**
(the O & M costs begin approx. 7-1-93)

How much is in the 93-94 budget for operations and maintenance at Walnut Park? **\$256,000**

COLUMBIA VILLA

What would the annual payment be if we added Columbia Villa?	\$125,000
How much is the annual lease at Columbia Villa now?	\$ 10,000 plus \$15,000 O&M
How much is in the 93-94 budget for Columbia Villa?	\$ 10,000 plus \$15,000 O&M
How much would the approx. annual operations and maintenance for Columbia Villa be when it's occupied?	\$ 65,000
When would the debt service payments for Columbia Villa begin?	July 1, 1993

If Columbia Villa were refinanced at a later date, when the budget shortfall is addressed and the County knew exactly what budget cuts were coming from Salem; the annually cost would be:

	<u>Annual cost</u>	<u>Total cost</u>
5 years	\$342,000	\$1,710,000
10 years	\$192,000	\$1,920,000
15 years	\$145,000	\$2,175,000
20 years	\$125,000	\$2,500,000

PITTOCK BUILDING

This 36,000 sq. ft. is for Mental Health and costs an average of \$380,000 per year for 10 years.

The 23,600 sq. ft. Mental Health now occupies at the Gill building will be taken over by the Health Dept. that is a net gain of 36,000 sq. ft. of **ADDITIONAL** office space, with no increase in clients or resources and State and County budgets are being slashed.

Mental Health's space budget will increase from \$211,000 to \$380,000 that's \$169,000 taken from programs.

Why does Mental Health need half again more space when programs and staff are being cut, and state dollars are in real jeopardy?

Why does the Health Dept. need 23,600 additional sq. ft. in the Gill building, plus 8,000 sq. ft. in the Gill 1st floor remodel in addition to the existing 36,000 sq. ft. with no new programs and significant cuts in staff?

OPTIONS

1. Invest in buildings we own.
2. Remodel 16,000 sq. Ft. at Walnut Park.
3. Have Health and Mental Health determine who moves where.
4. Move people who work in the field to Walnut Park.

BOARDER SPACE ISSUE CONCERNS

- Walnut Park purchase, with all possible off sets, is an additional \$112,000 in 93-94 (this assumes all tenants stay).
- All refinance savings have been reinvested in Health Dept. space needs.
- Columbia Villa would be an annual average additional \$115,000 beginning in 93-94.
- Columbia Villa's O&M would be an additional \$50,000 annually beginning 94-95.
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- Health Dept. taking over the 23,600 sq. ft. left by Mental Health is \$216,000 more than they pay now.

This represents \$674,500 in NEW annual obligations that are coming out of existing program dollars. The fact that these some of these items are budgeted doesn't change the fact that in these times, with no new dollars, each dollar spent on space comes directly out of program service dollars.

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RECOMMENDATIONS

SHORT TERM

- Delay Columbia Villa until a future date.
- Use Walnut Park vacant space (remodeled) combined with space in the Gill building for Health and Mental Health in lieu of 10 year lease on Pittock building.
- Move HIV and North Portland field nurses into Walnut Park.
- Divert space dollars back into programs wherever possible.

LONG TERM

- Develop an integrated facilities plan.
- Complete a cost accounting system that reflects space cost within each program.

**Approximately \$4 to \$5 per sq. ft. is the dollar amount used for operations and maintenance (O&M). Walnut Park 70,000 sq. ft. and Columbia Villa 15,000 sq. ft.

TANYA COLLIER
Multnomah County Commissioner
District 3



4/8/93 R-22
COLLIER
SUBMITTAL

1120 SW Fifth St., Suite 1500
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Columbia Villa Questions

1. Why can't Columbia Villa wait for the County Budget out come and the State allocation out come?
2. How is the County going to begin to cope with the projected cutbacks at the state level (See attached)?
3. Are not additional dollars allocated to space when programs are being cut the same as new programs?
4. Isn't it true that even if the additional dollars for additional space are in the 93-94 budget that since there is no new money these dollars had to come out of 92-93 programs?
5. Were the cuts made to include the additional \$216,000 for space at Gill?
6. The Health Department is short \$46,000 from what is in the budget to pay for its projected space needs at Walnut Park and Columbia Villa as it is operated now? What is going to be cut to pay for that?
7. What are you going to cut to pay for Columbia Villa ?
8. How many staff people will it take to staff Columbia Villa when it is up and running? From what Clinics will they be taken from (N.E. and S.E. are each losing a primary Health Care team)?
9. Is it true that Columbia Villa will cost \$126,300 more than is in the 93-94 budget?
10. Is it true that to get to the \$64,300 figure an assumption is made to divert all of the \$62,000 refinance savings to offset this project?
11. Is it true that if we do Columbia Villa in addition to the \$7.5 million shortfall we won't have \$62,000 to help offset it and we will have to identify \$64,3000 in additional cuts?

I understand that these are issues of need in North Portland, but I believe that a case of need can be made for every program and the Gate-Keeper stories were as poignant as any. Cases for need in buildings don't make sense when direct services are being cut. My guess is if you asked a resident of North Portland, Columbia Villa, S.E. or Mid-County Health Clinics if they had to choose between a building or having their child see a Medical Practitioner, their choice would come down on the side of direct services, not bricks and mortar.

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What types of Direct Service Programs can \$674,500 Buy

- Youth Services Contracts \$148,000
- Juvenile Justice Dependency Unit \$305,000
- N.E. and S.E. Primary Health Care Team (8.8 FTE) \$507,000
- School Based Clinic \$180,000
- Sobbering Services \$344,000
- Entire D.A.R.E. Program \$205,000
- David Douglas Safety Action Team \$271,000
- Brentwood Darlington Safety Action Team \$88,000
- MDT Child Abuse Team (3 FTE) \$200,000
- Restoration of Library Book Budget \$160,000
- Restoration of drugs and Medical Supplier (for Health) \$402,000
- DD Services for Teen Parents /Children and Child Abuse Victims \$76,000

1
 -5-

APPENDIX A

SUMMARY OF STATE-SUPPLIED REVENUE SHORTFALLS

The State of Oregon is reviewing 20% cuts in spending to find revenue lost to Measure 5 for school support. Assuming the legislature and the voters cannot agree to a method of raising replacement revenue, a 20% reduction in direct State aid could amount to about \$11.1 million. Major areas where a 20% reduction may occur are:

	<u>20%</u> <u>reduct.</u>	<u>100%</u> <u>reduct.</u>
General Fund	\$0.83 million	\$4.15M Lottery, liquor, cigarette revenues
Health	1.20 million	6.0 M Grants
Social(Mental Health)	5.06 million	25.3 M Grants
Aging	0.75 million	3.75 M Grant
Housing & Community Develop.	0.36 million	1.8 M Grants
Juvenile Services	0.45 million	2.25 M Grant & State program
Community Corrections	2.18 million	10.9M State program
District Attorney	0.22 million	1.1 M Grants
9-1-1, Fair, Parks	0.05 million	0.25 M Miscellaneous
Subtotal:	11.10 million	65.5 M

Another \$2.40 million in Federal funds are in jeopardy if the State cuts by 20%.

Health	\$1.20 million	Medicaid
Mental Health	0.70 million	Mental Health Grant
Aging	<u>0.50 million</u>	Medicaid
Subtotal:	2.40 million	10.2M
Subtotal from above:	<u>11.10 million</u>	

TOTAL STATE SHORTFALL: \$ 13.5 million

4/8/93 R-22
Hank Higgins
Submitter

NOTES: R-22, R-23
April 8, 1993

R-22 and R-23 deal with the matter of authorizing and approving the issuance and negotiated sale of certificates of participation as additional certificates in the amount \$1,480,000 and the authorizing and approving a supplement to the County Health Systems Facilities Master Lease Purchase Agreement.

Specifically: approval of these two agenda items will result in the development of the North Portland Health Clinic.

Over the period of time this issue has been discussed, we have not adequately addressed some significant questions:

- 1) Why do we need the North Portland Health Clinic?
 - * The Clinic known as Columbia/Tamarack has been operated at the 8918 N. Woolsey Avenue location for 25 years.
 - * That Clinic offers service to 9% of the County's population.
 - * 21% of the households in North Portland have an annual income of less than \$10,000/
 - * The usage of the North Portland Health Clinic by Columbia Villa/Tamarack residents has increased from 8% in 1989 to 15% in 1992.
 - * 60% of all service provided at the North Portland Health Clinic is provided to children and adolescents under the age of 21.
 - * The Board of County Commissioners has determined the North Portland Clinic is inadequate.
 - * The current facility does not meet OSHA standards.
 - * The facility does not have a nursing station.

2) What is the cost of adding Columbia Villa to the financing package?

- * In fiscal year 1993-94, there will be a net increased cost of \$54,300. This is assuming that the \$62,000 in savings from the already approved package is used to complete this transaction.
- * The full year net cost starting in fiscal year 1994-95 will be \$75,493, again assuming that the \$62,000 in savings from the already approved package is used to complete this transaction.

3) What is unbudgeted for fiscal year 1993-94?

- * There is a net of \$64,300 which is not included in the 1993-94 Executive Budget, again assuming that the \$62,000 in savings from the already approved package is applied to this transaction.

Finally, there is the question of:

4) What is the cost of doing nothing?

- * In terms of dollars, I do not know that I can answer the question, however, I will state that a service deficit exists in that area now. That deficit can only grow if no proactive action is taken.

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

In the matter of authorizing and approving)
of the issuance and negotiated sale of)
Certificates of Participation, Series 1993C,)
as Additional Certificates in an amount)
not to exceed \$1,480,000; approving and)
authorizing a Supplement to the County)
Health Systems Facilities Master)
Lease-Purchase Agreement; approving of a)
Certificate Purchase Agreement and a Final)
and Preliminary Official Statement;)
and Designating an Authorized Representative,)
Appointing Underwriter, Trustee, Bond Counsel)
and Financial Advisor.)

**RESOLUTION
#93-**

WHEREAS, the present North Portland Health Clinic, located at 8918 N. Woolsey Avenue in Portland, Oregon, located in the neighborhood known as Columbia Villa/Tamarack, has been a county health facility for twenty-five (25) years; and

WHEREAS, usage of the North Portland Health Clinic by Columbia Villa/Tamarack residents has increased from 8% in 1989 to 15% in 1992; and

WHEREAS, the North Portland Health Clinic provides Primary Health Services and Dental Services to residents of the Columbia Villa/Tamarack neighborhood and 60% of all services are administered to children and adolescents under the age of 21; and

WHEREAS, the Board of County Commissioners has determined the North Portland Health Clinic to be inadequate; and

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to issue tax-exempt Certificates of Participation, Series 1993C (the "Certificates") to provide financing to expand, remodel and equip the present North Portland Health Clinic to meet current and future need; and

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such expansion, remodeling and equipping of the North Portland Health Clinic (the "Project") through the issuance of Tax-Exempt Certificates of Participation, Series 1993C (the "Certificates") pursuant to the authority to supplement the County Health Systems Facilities Master Lease-Purchase Agreement entered into between Multnomah County (the "County") and the Trustee (the "Trustee") dated May 1, 1993 and the Board determines that the proposed issuance of the Additional Certificates pursuant to the Master Agreement is in the best interest of the County;

WHEREAS, the Board is advised that it is the reasonable expectation that the cost of the expansion, remodeling and equipment of the North Portland Health Clinic and the funding of a Debt Service Reserve Account and the payment of the costs of issuance of the Certificates will not exceed \$1,480,000.

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993C Certificates of Participation. The Board does authorize the issuance and private negotiated sale of tax-exempt Certificates of Participation, Series 1993C, in an amount not to exceed \$1,480,000 (the "Certificates") to finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity dates, but not to exceed twenty (20) years from the date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates and interest rates not to exceed a net effective rate of seven percent (7%), underwriter's discount and original issue discount, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Certificates of Participation, Series 1993C" and shall bear the manual authentication signature of the Trustee. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered type-

written certificate for each maturity of the Certificates (the "Global Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993C, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993C Certificates.

Regional Financial Advisors is appointed Expert Advisor to the County for the negotiated sale of the Series 1993C Certificates.

Section 5. Execution of Master Agreement. The Board does approve of the First Supplemental Agreement to the Master Agreement and does authorize the Authorized Representative to execute the First Supplemental Agreement on behalf of the County. The First Supplemental Agreement shall provide for the issuance of the Series 1993C Certificates as "Additional Certificates" secured on a parity with the Outstanding Certificates as set forth in the Master Agreement.

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the Master Agreement including the "Multnomah County, Oregon Series 1993C Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account of the Series 1993C Certificates sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Master Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient amounts to provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured on a parity with the Certificates of Participation, Series 1993A and the Certificates of Participation, Series 1993B by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities as set forth in the Master Agreement.

Section 9. Designation of Trustee, Paying Agent and Registrar, Bond Counsel, and Financial Advisor. The County does designate and appoint Bank of America Oregon as the Trustee and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof. The County does appoint the law firm of Rankin Mersereau and Shannon of Portland, Oregon as Bond Counsel for the issuance of the Series 1993C Certificates. Regional Financial Advisors is appointed Financial Advisor to the County for the issuance of the Series 1993C Certificates.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Covenant as to Arbitrage. The proceeds of the Certificates shall be used and invested in such manner that the Certificates shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Certificates and in the investment and expenditure of the proceeds thereof which would result in the interest on the Certificates becoming taxable for federal income tax purposes.

Section 14. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers Inc. as Underwriters of the private negotiated sale of the Series 1993C Certificates of Participation.

Section 15. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. The Authorized Representative may "deem final" the Preliminary Official Statement for purposes of SEC Rule 15c2-12 when the Authorized Representative is satisfied that the tax requirements for such designation have been satisfied. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 16. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

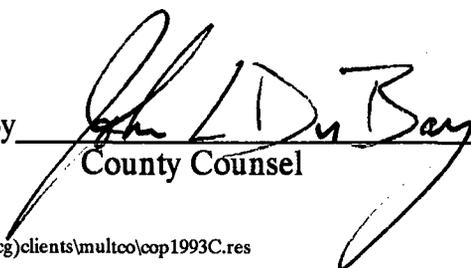
ADOPTED this ____ day of _____, 1993.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By _____
Henry C. Miggins, Acting Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  _____
County Counsel

(scg)clients\multco\cop1993C.res

APR 29 1993
R-18

APR 22 1993
R-30

Meeting Date: APR 28 1993
Agenda No.: R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Declaring Official Intent to Reimburse Capital Expenditures

BCC Informal 4/6/93 BCC Formal 4/8/93
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of the Declaration of Official Intent to Reimburse Capital Expenditures with proceeds of the Certificates of Participation, Series 1993C, issued to finance the expansion, remodeling and equipping the North Portland Health Clinic.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____
OR
DEPARTMENT MANAGER Paul Boyer
(All accompanying documents must have required signature)

BOARD OF
COUNTY COMMISSIONERS
1993 APR - 11 AM 11:43
MULTNOMAH COUNTY
OREGON

* NOTE: Will need 1/2 hour at the Agenda Review on 4/6/93.

*Continued for approx.
90 days. (end of July)*



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: April 1, 1993

Subject: C.O.P. Issue for Facility Construction at Columbia Villa

This is a brief explanation of the attached resolutions.

The first Resolution authorizes the County to do the following:

- Issue exempt C.O.P. Series 1993C for construction of Columbia Villa facility. The total issue costs is not to exceed \$1,480,000.
- Authorize a supplement to the Master-Lease Purchase Agreement between the County and Bank of America, approved April 1, 1993.

The second Resolution, 1993C Reimbursement Resolution authorizes the County to pay itself back for any costs incurred on the Columbia Villa facility before the Certificates are issued.

At the informal agenda review we will provide you with information on lease costs for five years, 10 years, and 20 years. We will also have operation and maintenance costs and a list of available resource policy options. If you have any questions regarding the financing we will be glad to answer them. Program questions regarding Columbia Villa will be answered by Dwayne Prather and Billie Odegaard.

cc: Dwayne Prather
Billie Odegaard

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

In the matter of the Declaration of Official Intent to Reimburse Capital Expenditures with proceeds of the Certificates of Participation, Series 1993C, issued to finance the expansion, remodeling and equipping of the North Portland Health Clinic.)
)
) **RESOLUTION**
) **#93-**
)
)
)

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") have adopted a Resolution authorizing the issuance and negotiated sale of Series 1993C Tax-Exempt Certificates of Participation (the "Certificates") in an amount not to exceed \$1,480,000 to finance the expansion, remodeling and equipping of the North Portland Health Clinic (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Certificates of Participation proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the North Portland Health Clinic and such expenditures are intended to be reimbursed from a portion of the proceeds of the Certificates;

THEREFORE BE IT RESOLVED;

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in expansion, remodeling and equipping of the of the North Portland Health Clinic with a portion of the proceeds of the Certificates.
2. The reasonable expectation of the Board is that the maximum amount of Certificates to be issued for reimbursement of expenditures is the sum of \$150,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building 1120 S.W. Fifth, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Certificates.

4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Certificates of Participation for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.

5. This Declaration of Official Intent is pursuant to United States Department of the Treasury Regulations Section 1.103-18.

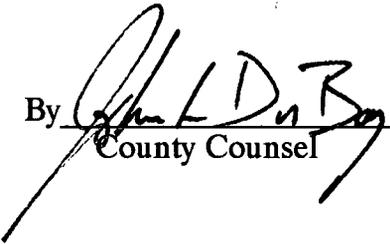
ADOPTED this ____ day of _____, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Henry C. Miggins, Acting Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  _____
County Counsel

PLEASE PRINT LEGIBLY!

MEETING DATE

4-29-93

NAME

Kathy Oliver

ADDRESS

1236 SW Salmon

STREET

Portland, Or

97205

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

Budget

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

Date Submitted 4/21/93_

Meeting Date **APR 29 1993**
Agenda No. R-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject **Approval of 1993-1994 Budget**

Informal Only

Formal Only **4/29/93**

DEPARTMENT **Nondepartmental**

DIVISION **Planning & Budget**

CONTACT **Dave Warren**

TELEPHONE **248-3822**

Brief Summary

SITTING AS BUDGET COMMITTEE

Approve and forward 1993-94 Budget to Tax Supervising

Action Requested:

- Information Only
 Preliminary Approval
 Policy Direction
 Approval

Estimated Time Needed on Agenda **1 hour**

IMPACT:

- Personnel
 Fiscal/Budgetary
 General Fund
 Other

SIGNATURES

Department Manager

Budget/Personnel

David C. Warren

County Counsel

Other

Ccopy of Resolution 93-145 sent to Dave Warren & Tax Supervising on 5-3-93. & Manager met on 5-5-93.



MULTNOMAH COUNTY OREGON

RECEIVED
APR 26 1993
Miggins
Agenda Review
4-27-93
Handout for
R-16
R-17
R-18

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. 5TH—ROOM 1400
PORTLAND, OREGON 97204-1934
PHONE (503) 248-3883

To: Hank Miggins; Acting Chair
Sharron Kelley; County Commissioner
Tanya Collier; County Commissioner
Gary Hansen; County Commissioner
Dan Saltzman; County Commissioner

4/26/93

From: Kathy Innes; Budget Office

Subject: Budget Impact of Removing the Pittock Lease and Adding Walnut Park Basement to the 93/94 Budget.

This memo relates the budget impacts of using the Walnut Park basement and not leasing space in the Pittock Building that have been identified to date. Not all impacts have been identified.

The proposed budget appropriates \$556,000 in the Health Department to increase use of Gill Building space from 36,000 to 58,000 square feet. The approximately 22,500 additional feet are currently being used by the Mental Health Youth and Family Services Division of the Department of Social Services. The budget for Mental Health Youth and Family Services includes \$336,000 dollars for the lease of space in the Pittock Building.

Health; Gill	\$556,000
MHYFS; Pittock	\$336,000

Total	\$882,000

The Board of County Commissioners asked the Divisions to look at using the Walnut Park Building basement space as an alternative location for providing increased space. The Health Department and the Mental Health Youth and Family Services Division have discussed shifting approximately 7500 square feet in the Gill Building from Health to Mental Health and moving more than 50 Health employees to the basement of Walnut Park. Mental Health Youth and Family Services would increase its use of the Gill Building to approximately 29,500 square feet. Also, to accommodate the 50+ Health Department employees, the space in the Walnut Park basement would be remodeled. Jim Emerson of Facilities Management estimates that this will cost \$250,000 and take at least 6 months.

If the budget is amended to provide for 29,500 square feet for Mental Health Youth and Family Services , and approximately 28,500 square feet for Health in the Gill Building; and to provide for Walnut Park remodeling and 6 months of operations and maintenance cost at Walnut Park the requirements would be:

MHYFS Gill Building; 29,500 sq.ft	\$291,000
Health Gill Building; 28,500 sq.ft	\$281,000
Walnut Park remodel	\$250,000
Walnut Park Operations&Maintenance	\$32,000
	<hr/>
	\$854,000

This change yields \$28,000 in savings that can be identified now.

The move will undoubtedly entail other changes such as additional parking cost at Walnut Park and Parking savings downtown. If North Portland Field moves to Walnut Park then about \$40,000 of rent can be avoided. However, if the HIV outreach staff remains in the Marlene Building then the \$50,000 rent for that space will continue. Until it is settled who will move where, moving costs and savings cannot be detailed.

cc Gary Nakao
Billi Odegaard
Dave Boyer
Dave Warren

1993-94 PROPOSED AMENDMENTS

4/23/93 13:07

Amendment Number	Description	Change Amt.	Effect on
		Increase/ (Decrease)	GF Contingency Increase/ (Decrease)
DES 1	FLEET FUND - Carries over appropriation for Fleet Equipment budgeted in 92-3 but not likely to be received until 93-4	394,000	0
DES 2	FAIR FUND - Assumes the 93-4 Fair will be operated by the County, adds fee revenue and Racing Apportionment estimates.	143,600	5,995
DES 3	CAPITAL IMPROVEMENTS FUND and NATURAL AREAS FUND, carries over appropriation for construction of storage facility at Inverness Jail site because project will not be completed this year.	300,000	0

BUDGET AMENDMENT NO.

DES #1

Date Proposed _____

Date Approved _____

Proposed By Tom Guiney

Dept DES

Fund 401 - Fleet Fund

Budget Pages DES 49-50

Description of Amendment

This amendment carries over the following fleet equipment, which was budgeted in 1992-93, but will not be received until 1993-94.

Street Sweeper (1)	\$110,000
Step Van (1)	42,000
Aerial Device (1)	40,000
Stump Chipper (1)	12,000
Patch Rollers (2)	30,000
Tractor (1)	20,000
Gang Mower (1)	35,000
Track Loader (1)	35,000
Diagnostic Machine (1)	25,000
Tarpot (1)	15,000
Cracksealer (1)	30,000
	<u>\$394,000</u>

Revenue Impact

Increases the Fleet Beginning Working Capital by \$394,000.

Fund	Agency	Organization	Object/ Revenue	Increase (Decrease)	Notes
401	030	5910	0500*	394,000	BWC
401	030	5910	8400	394,000	Equipment
* Revenue					

Effect on GENERAL fund CONTINGENCY \$ 0

BUDGET AMENDMENT NO.

DES #2

Date Proposed _____

Date Approved _____

Proposed By **Bill McKinley**

Dept **DES**

Fund **164 - Fair Fund**

Budget Pages **DES 8**

Description of Amendment

This amendment budgets the County Fair as an operating budget instead of as a pass-through to another service provider.

Revenue Impact

Includes several operating revenues, as well as the possible receipt of Racing Apportionment fees from the State.

Fund	Agency	Organization	Object/ Revenue	Increase (Decrease)	Notes
164	030	5110	5200	12,000	Temporary
164	030	5110	5500	977	Fringe
164	030	5110	5550	246	Insurance
164	030	5110	6060	(114,000)	Pass-Through
164	030	5110	6110	104,700	Professional Services
164	030	5110	6120	500	Printing
164	030	5110	6170	25,000	Rentals
164	030	5110	6230	5,000	Supplies
164	030	5110	6310	88	Education & Training
164	030	5110	6330	103	Local Travel
164	030	5110	6610	32,000	Awards and Premiums
164	030	5110	6620	1,000	Dues and Subscriptions
164	030	5110	7100	5,995	Indirect Cost
				73,609	TOTAL EXPENDITURES
164	030	9120	7700	69,991	Fair Contingency
				143,600	TOTAL REQUIREMENTS
164	030	5110	2365*	50,000	Racing Apportionment
164	030	5110	6300*	20,000	Parking
164	030	5110	6301*	40,000	Admissions
164	030	5110	6302*	10,000	Booth Space Rental
164	030	5110	6303*	15,000	Carnival Fee
164	030	5110	6304*	3,000	Concessions
164	030	5110	6305*	600	Entry Fees
164	030	5110	6307*	5,000	Sponsorship
				143,600	TOTAL RESOURCES
*Revenue					

Effect on GENERAL fund CONTINGENCY 5,995

Effect on FAIR fund CONTINGENCY 69,991

BUDGET AMENDMENT NO.

DES #3

Date Proposed _____

Date Approved _____

Proposed By F. Wayne George

Fund 240 Capital Improvements

Dept DES

Fund 153 Natural Areas

Budget Pages DES 25

Description of Amendment

This amendment carries over the appropriations for construction of the Inverness Storage Building due to the sale of a portion of the Edgefield property. This construction project was budgeted in the 1992-93 Supplemental Budget, but will not be completed by June 30.

The Natural Areas and the Capital Improvements funds will each pay for half of the project since the costs are to be taken from the proceeds of the Edgefield sale before distribution to those funds.

Revenue Impact

Increases the Natural Areas Fund Beginning Working Capital by \$150,000

Increases the Capital Improvement Fund Beginning Working Capital by \$150,000

Fund	Agency	Organization	Object/ Revenue	Increase (Decrease)	Notes
153	030	5659	0500*	150,000	BWC
153	030	5659	8200	150,000	Buildings
240	030	5658	0500*	150,000	BWC
240	030	5658	8200	150,000	Buildings
* Revenue					

Effect on GENERAL fund CONTINGENCY \$ 0

1993-94 PROPOSED AMENDMENTS		4/29/93	
		Change Amt.	Effect on GF Contingency
Amendment Number	Description	Increase/ (Decrease)	Increase/ (Decrease)
"TECHNICAL" AMENDMENTS			
REV 2	SERIAL LEVY FUND eliminates revenue estimates that will not be received from this fund, transfers balance to General Fund	(1,291,240)	10,000
REV 3	CAPITAL LEASE RETIREMENT FUND eliminates transfer from SERIAL LEVY FUND, reduces appropriations	(1,301,240)	0
REV 4	COUNTY SCHOOL FUND adds Beginning Working Capital and increases Pass through payment to ESD	75,000	0
DES 1	FLEET FUND - Carries over appropriation for Fleet Equipment budgeted in 92-3 but not likely to be received until 93-4	394,000	0
DES 2	FAIR FUND - Assumes the 93-4 Fair will be operated by the County, adds fee revenue and Racing Apportionment estimates.	143,600	5,995
DES 3	CAPITAL IMPROVEMENTS FUND and NATURAL AREAS FUND, carries over appropriation for construction of storage facility at Inverness Jail site because project will not be completed this year.	300,000	0
DES 6	DATA PROCESSING FUND, transfers \$36,950 from External Data Processing object code to Other Internal Services to begin reimbursement for purchasing system bought in the CAPITAL IMPROVEMENT FUND	36,950	0
LIB 1	LIBRARY FUND appropriates LCSA "Books 2-U" Program grant	47,833	2,767
LIB 2	LIBRARY FUND appropriates LSCA grant for Children's CD-ROM Centers	20,800	347
LIB 3	LIBRARY FUND adds staff to provide librarian services to DA, fully reimbursed by District Attorney	59,000	3,338
NOND 1	INSURANCE FUND adds capital equipment for health and safety equipment in regional library, omitted from Executive Budget in error	2,500	0
SUBTOTAL TECHNICAL AMENDMENTS		(1,512,797)	22,447

PROGRAM AMENDMENTS			
Restorations			
DES	Restore postage to Land Use Planning for one notification	5,000	(5,000)
DCC	Restore funding for Council for Prostitution Alternatives	75,000	(75,000)
DSS	Restore Juvenile Dependency unit	304,622	(304,622)
DSS	Restore DETOX sobering unit	343,461	(343,461)
MCSO	Restore funding for DARE program	205,214	(205,214)
Health	Restore funding for health supplies and drugs	410,534	(410,534)
MCSO	Add one Sergeant dedicated to child abuse team	72,539	(72,539)
MCSO	Restore funding for David Douglas and Brentwood/Darlington Safety Action Teams, and Community Policing Administration	530,270	(530,270)
MCSO	Restore 3 Court Guards added to the 92-3 budget in February	152,089	(152,089)
Health	Add allocation for interpreter services in clinics	222,331	(222,331)
Health	Restore one school clinic cut from current service level	178,423	(178,423)
DSS	Restore funding for juvenile sex offenders program	101,280	(101,280)
DES	Restore funding for dangerous dogs program in Animal Control	87,940	(87,940)
	SUBTOTAL RESTORATIONS	2,688,703	(2,688,703)

PROGRAM AMENDMENTS (continued)			
Offsetting Revenues and Reductions			
Library	Record reimbursement for administrative efforts spent on Library construction financed by GO Bond measure	0	60,000
MCSO	CUT Fiscal Spec position added to assist in program budgeting	(42,146)	42,146
Revenue	Increase assessed value growth estimate to 9%	0	1,093,435
Countywide	Freeze exempt employees salaries at or above \$60,000 level reserve 25% for merit pay and compression issues.	(170,000)	127,500
MCSO	CUT savings from civilianizing certain functions	(180,000)	180,000
Health	CUT Corrections Mental Health program	(92,000)	92,000
DA/DCC	Support STOP program with a one-time transfer from DA forfeiture dollars	0	100,000
DES/MCSO	Support two work crews at Inverness by dedicating them to work on properties maintained with Tax Title funds	0	116,996
DSS	CUT Juvenile employment/training General Fund support, rely on PIC for program funding	(105,424)	105,424
Library	CUT Library purchase of videos	(80,000)	80,000
DCC	Impose fees on recipients of urinalysis drug tests, or reduce program	?	100,000
DES	Increase fees dedicated to dangerous dog program in Animal Control	0	47,500

PROGRAM AMENDMENTS (continued)			
Offsetting Revenues and Reductions (continued)			
MCSO	Support two deputy sheriff positions with reimbursement from video lottery funds	0	98,274
DCC	Contract with State Courts to pay for PRSP program	0	197,000
DSS	Cut vacant administrative positions (to be identified)	(100,000)	100,000
MCSO	CUT professional services and video imaging appropriation	(49,000)	49,000
Countywide	CUT Travel, require that County pay for no more than one employee at any conference	(50,000)	50,000
MCSO	CUT Chaplain	(45,271)	45,271
DSS/Health	SHIFT funding for Walnut Park remodeling to COP	(215,000)	215,000
Countywide	Reduce Materials & Services 2% (exceptions for pass through to other governments, Utilities, Food, Drugs, Interest, and reimbursements to Capital Lease Retirement Fund)	(370,857)	370,857
SUBTOTAL REVENUES AND REDUCTIONS		(1,499,698)	3,270,403
NET CHANGE TO GF CONTINGENCY ACCOUNT			604,147

NOTES TO INCLUDE IN APPROVED BUDGET

TO: Board of County Commissioners
Department Managers

FROM: Dave Warren

SUBJECT: Notes to the 1993-94 Approved Budget

The following list of budget notes reflects my understanding of policy considerations that either the Board as a whole or individual Commissioners wish to pursue and have included in the Approved Budget.

The CAPITALIZED captions are the places in the budget that I propose to place the notes. The notes themselves will appear in boxes on the page at the appropriate points in the narrative.

The Board will discuss these notes on Tuesday, May 4, at 3:30 in the Board Room. If you have any changes or comments the Board should be aware of, either let me know or come the meeting..

BUDGET MANAGER'S MESSAGE

The Board of County Commissioners assumes 1993-94 property values will increase 9% above the 1992-93 assessed value. The Board is reluctant to allocate all the estimated property tax receipts from this estimated property value into ongoing programs. The Board has directed that General Fund Contingency be increased by \$500,000 to compensate for possible shortfalls in property taxes.

BUDGET MANAGER'S MESSAGE

The Board of County Commissioners anticipates that actions by the 1993 State Legislature will require major budget adjustments. They propose to re-examine the budget in light of these actions in October 1993. At that time, the Board expects to have several issues to resolve, including: the level of State support of Community Corrections and Social Services programs, the impacts of possible State reductions in institutional beds for mentally ill inmates and convicted felons, the impact of possible State court fees dedicated to courthouse security, the effect of possible changes in State alcohol taxes and liquor revenue, and possible changes to other programs assumed in the 1993-4 Budget to be funded by State grants.

BUDGET MANAGER'S MESSAGE

The Board of Commissioners intends to formally review its Approved Budget decisions during hearings in June. At those sessions, the Board intends to consider a number of programs for potential funding, if revenues are available or offsetting cuts can be found. These programs include: pre-natal health care through a contract with Outside-In, staff in Aging Services for the Gatekeeper program, and contractual dollars for Hispanic access services.

BUDGET MANAGER'S MESSAGE

The Board of County Commissioners believes that the program reductions imposed by the 1993-94 Budget are extremely severe. They intend to pursue with bargaining units for County employees the possibility of a mandatory furlough during the week of December 27 through December 31 with the savings from such a furlough to be used to restore programs that would otherwise be cut.

NOTES TO INCLUDE IN APPROVED BUDGET

BUDGET MANAGER'S MESSAGE

The Board of County Commissioners intends that the full cost of all programs will be computed and displayed in the 1994-95 Budget. The Board also intends to review all fees to assure that they are set at levels that will recover the full cost of providing services where appropriate.

BUDGET MANAGER'S MESSAGE

County Commissioners intend to identify all subsidies from Multnomah County to other governments, and to develop plans to discontinue all such subsidies.

DSS OFFICE OF THE DIRECTOR

County Commissioners expect the Department to analyze all grant-funded programs during 1993-94 to determine what percentage of the grant dollars end up supporting actual services delivered to clients.

MHYFS ALCOHOL AND DRUG CONTRACTS

The Board of County Commissioners anticipates that possible changes in State alcohol taxes and dedication of liquor revenue to alcohol treatment programs may permit a review of the level and mix of funding for the Detox and Sobering programs in October 1993.

AGING SERVICES

County Commissioners recognize the importance of the Gatekeepers program which has not been included in the 1993-94 Budget. They intend to support efforts of the program to secure funding from other sources, and to review the status of the program in June 1993.

HOUSING AND COMMUNITY DEVELOPMENT

County Commissioners recognize the importance of improving access of Spanish speakers to County services. They intend to review proposals for funding such services in June 1993.

OCCUPATIONAL HEALTH PROGRAM

County Commissioners recommend that the Health Department continue to market its expertise with the OSHA Blood borne Pathogen standard by providing training for a fee to private companies as well as other governments.

NOTES TO INCLUDE IN APPROVED BUDGET

PRIMARY CARE CLINICS

County Commissioners recommend that the Health Department market its innovative client tracking software to other government agencies.

PRIMARY CARE CLINICS

County Commissioners recognize the importance of pre-natal care for homeless youth. They intend to review the status of the Outside-In pre-natal program in June 1993 for possible restoration.

SPECIALTY CARE CLINICS - SCHOOL BASED CLINIC PROGRAM OFFICE

County Commissioners intend to review the school health clinic program during 1993-94 with two objectives: to compare the behavioral and health patterns of students in schools with clinics to those of comparable schools without clinics, and to consider possible clinic services in middle schools or junior high schools.

SPECIALTY CARE CLINICS - LANGUAGE SERVICES

County Commissioners recommend that the Health Department find more cost-effective means to deliver interpretative services to its clients. One suggestion is that the Health Department contract with Hispanic Access Center for interpretative services as "on-call" or full service basis. As most interpreters dollars are spent for interpreters in the "on-call" category, a contract with the Hispanic Access Center would appear to provide benefits for the Department and the Access Center.

DCC MESSAGE FROM THE DIRECTOR

The Board of County Commissioners recognizes that Community Corrections funding is heavily dependent on decisions pending at the State Legislature. The 1993-94 Budget represents the best estimates of the funding and allocation decisions available prior to the end of the legislative session. The Board anticipates reworking the Community Corrections budget in October 1993 to reflect final State allocations.

DCC MESSAGE FROM THE DIRECTOR

County Commissioners recommend that DCC should explore potential for use of Caller ID as a means of increasing effectiveness of supervision of parolees and probationers. Caller ID should reduce the need for PPO's to physically verify locations of parolees and probationers under intensive supervision; enhancing productivity of Probation Officers. Caller ID is now legal in Oregon.

NOTES TO INCLUDE IN APPROVED BUDGET

PRSP

The Board of County Commissioners recognizes the efficiencies and improved lines of authority that will result from County acceptance of responsibility for the Pretrial Release Supervision Program. The Board also anticipates that the State Courts will continue to fund this program and will review the decision to include the program if State funding is not assured.

DRUG AND ALCOHOL EVALUATIONS

The Board heard testimony from TASC that random testing currently takes place 6 to 7 times per month. It appears to County Commissioners that this frequency could be cut in half and still be an effective deterrent. The fundamental component of its success as a tool is in the fact the urinalysis tests are random, not their frequency. Also a nominal charge to each person tested does not appear to the Commissioners to be unreasonable. Again, the TASC testimony indicated that the cost per drug analyzed was \$1.25 per test, and a standard urinalysis test includes five drugs. A \$6 to \$10 charge to the person tested could cover the entire lab analysis cost.

D.A.R.E. PROGRAM

County Commissioners want an analysis of the cost of extending D.A.R.E services throughout Multnomah County.

The Board of County Commissioners anticipates that possible changes in State alcohol taxes and dedication of liquor revenue to alcohol and drug programs may permit a review of the level and mix of funding for the D.A.R.E. program in October 1993.

DETECTIVES

The Board of County Commissioners has dedicated \$75,000 to fund the assignment of one Sergeant full-time to the County's child abuse multidisciplinary team.

SHERIFF - EXECUTIVE ADMINISTRATION

The Board of County Commissioners commends the Sheriff for his participation in the Public Safety 2000 process and looks forward to acting on recommendations that emerge from the Council of Law Enforcement Officials (CLEO) that will enhance public safety by more efficient and effective deployment of tax dollars on law enforcement.

The Board encourages the Sheriff to work with the Citizens Crime Commission and arrange for an independent operational analysis of his department as proposed in the Public Safety 2000 report pursuant to the Sheriff's recommendation

FACILITIES AND PROPERTY MANAGEMENT

The Board of County Commissioners expects the Facilities and Property Management Division to be accounted for in a separate, internal service fund in the 1994-95 Budget, with appropriate space costs billed to all funding sources.

NOTES TO INCLUDE IN APPROVED BUDGET

County Commissioners also expect a comprehensive space plan to be developed for County facilities, emphasizing investment in facilities the County owns, and diminishing reliance on leased space where possible.

LIBRARY SUPPORT AND ADMINISTRATION

County Commissioners intend to pursue ways to increase financial support from other counties for library services provided to people who are not Multnomah County residents, or to deny services to people who are not Multnomah County residents.

The Board of County Commissioners expects the Library Director to negotiate a new MIX agreement or to establish other means to eliminate, to the maximum extent feasible, County taxpayers' subsidy of out-of-county residents' use of library resources.

The Board of County Commissioners expects full and sincere cooperation of the Library Director and staff in implementing Library Entrepreneurial Initiative Team suggestions that are adopted by the Board later this year.

EMERGENCY MANAGEMENT

County Commissioners intend to pursue the option of contracting with METRO to prepare emergency plans for Multnomah County. County Commissioners also intend to pursue the option of contracting with the City of Portland to perform emergency management functions for the City. The Commissioners expect to review the appropriate organizational entity to develop emergency preparations during 1993-94.

METRO DUES

County Commissioners wish to pursue payment of part or all of the contribution to METRO with Road Fund support, believing that transportation planning is a primary function performed by METRO with the revenue from this assessment.

SUMMARY OF BUDGET CHANGES FROM 1992-93 TO 1993-94

PROGRAMS ADDED BY THE BOARD ON APRIL 29, 1993

SOCIAL SERVICES

Restore Juvenile Dependency Unit	304,622
Restore DETOX sobering unit	343,461
Restore juvenile sex offenders program	101,280
Restore acupuncture alcohol and drug program	20,746
Partially restore cuts to N. Ptd and Gresham youth centers	50,000

HEALTH DEPARTMENT

Restore funding for health supplies and drugs	410,534
Restore partial allocation for interpreters	222,331
Restore one school clinic	178,423

COMMUNITY CORRECTIONS

Restore funding for Council for Prostitution Alternatives	75,000
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SHERIFF

Restore funding for DARE program	205,214
ADD one Sergeant dedicated to multidisciplinary child abuse team	72,539
Restore Safety Action Teams and Community Policing Administration	530,270
Restore 3 Court Guards added in February 1993	152,089

ENVIRONMENTAL SERVICES

Restore postage for one Land Use Planning notification	5,000
Restore funding for dangerous dogs program	87,940

PROGRAMS PRIORITIZED BY THE BOARD ON APRIL 29, BUT NOT INCLUDED IN BUDGET

1. Restore Inverness work crews	234,000
2. ADD Hispanic services	100,000
3. Restore Planning hearings officer	11,000
4. Add remainder of child abuse multidisciplinary team (2 FTE)	140,000
5. Restore 12 Probation and Parole Officers	600,000
6. ADD Project Respond	72,000
7. Restore Animal Control Field Response cut	102,000
8. Restore remainder of Planning notification mailings	5,000
9. Add Courthouse security equipment and contract	261,000

SUBTOTAL 1,525,000

OTHER CHANGES MADE BY THE BOARD ON APRIL 29

SOCIAL SERVICES

CUT Juvenile training and employment program	105,424
CUT administrative positions	100,000

HEALTH DEPARTMENT

CUT Corrections Mental Health program	92,000
Shift funding for Walnut Park remodeling to COP revenue	215,000

COMMUNITY CORRECTIONS

Support STOP program with one-time-only DA Forfeitures <i>revenue</i>	100,000
Impose fees on urinalysis recipients or reduce program	100,000

SHERIFF

CUT additional Fiscal Spec for program budgeting	42,000
CUT savings from civilianizing support positions	180,000
CUT professional services and video imaging appropriation	49,000
CUT one Chaplain	45,271
Support two work crews at Inverness with Tax Title <i>revenue</i>	116,996
Support two Deputies with video lottery <i>revenue</i>	98,274

ENVIRONMENTAL SERVICES

Increase fees to generate <i>revenue</i> from owners of dangerous dogs	47,500
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LIBRARY

Reimburse Library for administrative costs from GO Bond <i>revenue</i>	60,000
CUT Library video purchases	80,000

OTHER

Assume additional <i>revenue</i> from 9% value growth	1,093,435
Freeze exempt salaries over \$60,000	127,500
CUT travel appropriations, require that County pay for no more than one employee at any conference	50,000
CUT Materials & Services 2% Across the Board (except pass-through to other governments, Utilities, Food, Drugs, Interest, and reimbursements to the Capital Lease Retirement Fund)	370,857

OTHER CHANGES -- INITIALLY MADE IN EXECUTIVE BUDGET AND RETAINED BY THE BOARD

SOCIAL SERVICES

DSS Administration - cut Administrative Analyst	45,000
Cut DD parent education for 18 families per month	24,000
Cut DD respite services, program for teen parents and children, and child abuse victims	76,000
Cut DD Case management administrator responsible for quality assurance, utilization review	51,000
Cut School Mental Health program in Gresham, Centennial, and Parkrose	75,000
Aging Svcs Admin - cut 1 PDS and 0.5 OA2, reduces support, program/resource development	18,000
Aging Svcs Comm. cut Info. Spec., eliminates Gatekeeper Program	32,000
Reduce Aging Svcs District center support -reduces services to seniors	30,000
Cut Case mgmt for homeless	37,000
Reduce Youth services contracts	98,000
Juvenile Justice - cut 1 Tracker (out of 4)	46,000
ADD Juvenile Justice Food	<u>100,000</u>

HEALTH DEPARTMENT

Cut Support staff (3.4 FTE)	134,000
Cut nuisance control or raises fees to cover cost	21,000
Cut Medical Examiner 2 Path. Assts (increases Temporary)	75,000
Cut Primary Care, 1 team at NE and 1 team at SE (8.8 FTE)	507,000
Reduce interpreter services	223,000

SHERIFF

Increase Federal Marshal <i>revenue</i> estimate	591,000
Offset BOEC costs with small cities' <i>revenue</i>	74,000
Include indirect costs in Alarm Control program costs, <i>revenue</i> to General Fund	39,000
Cut 4 work crews at Inverness	234,000
Eliminate multidisciplinary child abuse team (3 FTE)	200,000
Eliminate position added to enable program budgeting	42,000
Upgrade Hansen telephone system for 4-digit area codes	4,000
Cut rent for space for Close Street Supervision	20,000
Reduce ISP program not funded by CCA funds	67,000
ADD financing for mobile terminals and bar coding equipment	<u>112,000</u>

ENVIRONMENTAL SERVICES

Increase pet license project/ <i>revenues</i> - expands hours	195,000
Charge appraisal costs for sold property to CIP/Nat Areas funds	15,000
Cut Facilities Mgmt computer equipment for cost accounting	6,000
Cut vacant Facilities Maintenance worker supporting skilled crafts employees	47,000
Reduce Facilities Mgmt repairs and maintenance funding	30,000
Reduce printing and repair/maintenance at Justice Center	23,500
Eliminate contracted asbestos removal	25,000
Cut Facilities Environmental Coordinator in Facilities Mgmt.	66,000
Reduce carpet/drapery replacement, painting, landscaping, parking lot maintenance.	20,000
Reduce landscaping and window/carpet cleaning contracts	20,000
Cut Capital Improvement Projects	48,000
Reduce funding for Spay/Neuter program, - cut OA2	37,600
Eliminate Animal Control Field Response (2 Animal Control Officers)	102,000
Eliminate Hearings Officer/ court reporting from L.U.P.	11,000
ADD construction for ADA requirements	500,000

LIBRARY

Eliminate separate video svc, move videos to popular library at Central	46,000
Eliminate local indexing of local newspapers	26,000
Cut Albina Youth Lib/Supv, 0.5 Lib Asst, 0.8 Sr. Lib Asst.	38,000
Cut Sellwood Youth Lib/Supv, 0.5 Lib Asst, 0.8 Sr. Lib Asst.	38,000
Cut Library Outreach Spec at Parenting Ctr	48,000
Use automated telephone notification for reserved books	44,000
Use automated telephone notification for overdue materials	7,000
Eliminate funding for architectural services at Central	208,000
Cut tech Svcs Asst. and supplies	36,000
Reduce books budget	160,000
ADD replacement van and ADA terminals	64,000

NONDEPARTMENTAL

Chair Cut 0.75 Staff Asst.	43,000
Em Mgmt 3 Prog Development Spec	43,000
Spec App 1 Eliminate Juvenile project	244,000
Automatic Power for Air Conditioner	58,000
Upgrade Tape subsystems	43,000
Service support to network upgrades	82,000
Senior Data Analyst in Network Svcs	46,000
Replace Wang as E-mail hub	128,000
Emp Svcs - bill Insurance Fund for clerical support	15,000
Emp Svcs - advertise locally for recruitment	15,000
Purchasing - cut Buyer	43,000
Emp Svcs - cut 0.5 OA2	15,000
Labor Rel - reduce allocation for arbitrators	5,000

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

In the matter of accepting the Executive
1993-94 Budget and preparing the Approved
Multnomah County Budget for submittal to the
Tax Supervising and Conservation Commission

))
)) RESOLUTION
)) 93-145
))

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS Ch. 294 to consider approval of the Multnomah County Executive Budget, as amended, for the fiscal year July 1, 1993 to June 30, 1994; and

WHEREAS, on April 7, 1993 the Board of County Commissioners, sitting as the Budget Committee under ORS Ch. 294, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

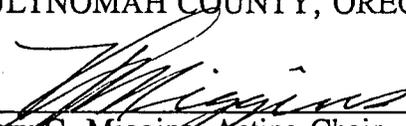
WHEREAS, public hearings and work sessions were held in compliance with ORS. Ch. 294 as follows:

April 16, 1993	Public Hearing
April 19, 1993	Work Session and Public Hearing
April 20, 1993	Public Hearing
April 21, 1993	Public Hearing and Work Session
April 22, 1993	Public Hearing
April 23, 1993	Work Session
April 26, 1993	Work Session
April 28, 1993	Work Session

THEREFORE BE IT RESOLVED, that the 1993-94 Executive Budget is approved and amended in accordance with the attached amendment documents and the Division of Planning and Budget shall prepare the Approved 1993-94 Budget and forward it to the Tax Supervising and Conservation Commission.

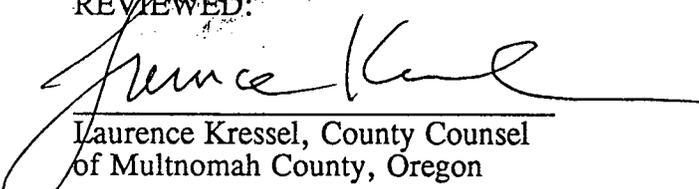
Adopted this 29th day of April, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Henry C. Miggins, Acting Chair



REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon

1993-94 PROPOSED AMENDMENTS		4/29/93	
			Effect on
		Change Amt.	GF Contingency
Amendment		Increase/	Increase/
Number	Description	(Decrease)	(Decrease)
"TECHNICAL" AMENDMENTS			
REV 2	SERIAL LEVY FUND eliminates revenue estimates that will not be received from this fund, transfers balance to General Fund	(1,291,240)	10,000
REV 3	CAPITAL LEASE RETIREMENT FUND eliminates transfer from SERIAL LEVY FUND, reduces appropriations	(1,301,240)	0
REV 4	COUNTY SCHOOL FUND adds Beginning Working Capital and increases Pass through payment to ESD	75,000	0
DES 1	FLEET FUND - Carries over appropriation for Fleet Equipment budgeted in 92-3 but not likely to be received until 93-4	394,000	0
DES 2	FAIR FUND - Assumes the 93-4 Fair will be operated by the County, adds fee revenue and Racing Apportionment estimates.	143,600	5,995
DES 3	CAPITAL IMPROVEMENTS FUND and NATURAL AREAS FUND, carries over appropriation for construction of storage facility at Inverness Jail site because project will not be completed this year.	300,000	0
DES 6	DATA PROCESSING FUND, transfers \$36,950 from External Data Processing object code to Other Internal Services to begin reimbursement for purchasing system bought in the CAPITAL IMPROVEMENT FUND	36,950	0
LIB 1	LIBRARY FUND appropriates LCSA "Books 2-U" Program grant	47,833	2,767
LIB 2	LIBRARY FUND appropriates LSCA grant for Children's CD-ROM Centers	20,800	347
LIB 3	LIBRARY FUND adds staff to provide librarian services to DA, fully reimbursed by District Attorney	59,000	3,338
NOND 1	INSURANCE FUND adds capital equipment for health and safety equipment in regional library, omitted from Executive Budget in error	2,500	0
	SUBTOTAL TECHNICAL AMENDMENTS	(1,512,797)	22,447

1993-94 PROPOSED AMENDMENTS		4/29/93	
		Change Amt.	Effect on GF Contingency
Amendment Number	Description	Increase/ (Decrease)	Increase/ (Decrease)
PROGRAM AMENDMENTS			
Restorations			
DES	Restore postage to Land Use Planning for one notification	5,000	(5,000)
DCC	Restore funding for Council for Prostitution Alternatives	75,000	(75,000)
DSS	Restore Juvenile Dependency unit	304,622	(304,622)
DSS	Restore DETOX sobering unit	343,461	(343,461)
MCSO	Restore funding for DARE program	205,214	(205,214)
Health	Restore funding for health supplies and drugs	410,534	(410,534)
MCSO	Add one Sergeant dedicated to child abuse team	72,539	(72,539)
MCSO	Restore funding for David Douglas and Brentwood/Darlington Safety Action Teams, and Community Policing Administration	530,270	(530,270)
MCSO	Restore 3 Court Guards added to the 92-3 budget in February	152,089	(152,089)
Health	Add allocation for interpreter services in clinics	222,331	(222,331)
Health	Restore one school clinic cut from current service level	178,423	(178,423)
DSS	Restore funding for juvenile sex offenders program	101,280	(101,280)
DES	Restore funding for dangerous dogs program in Animal Control	87,940	(87,940)
DSS	Restore acupuncture alcohol and drug treatment program	21,000	(21,000)
DSS	Partially restore cuts to N.Ptld and Gresham Youth Centers	50,000	(50,000)
SUBTOTAL RESTORATIONS		2,759,703	(2,759,703)

1993-94 PROPOSED AMENDMENTS		4/29/93	
		Change Amt.	Effect on GF Contingency
Amendment Number	Description	Increase/ (Decrease)	Increase/ (Decrease)
PROGRAM AMENDMENTS (continued)			
Offsetting Revenues and Reductions			
Library	Record reimbursement for administrative efforts spent on Library construction financed by GO Bond measure	0	60,000
MCSO	CUT Fiscal Spec position added to assist in program budgeting	(42,146)	42,146
Revenue	Increase assessed value growth estimate to 9%	0	1,093,435
Countywide	Freeze exempt employees salaries at or above \$60,000 level reserve 25% for merit pay and compression issues.	(170,000)	127,500
MCSO	CUT savings from civilianizing certain functions	(180,000)	180,000
Health	CUT Corrections Mental Health program	(92,000)	92,000
DA/DCC	Support STOP program with a one-time transfer from DA forfeiture dollars	0	100,000
DES/MCSO	Support two work crews at Inverness by dedicating them to work on properties maintained with Tax Title funds	0	116,996
DSS	CUT Juvenile employment/training General Fund support, rely on PIC for program funding	(105,424)	105,424
Library	CUT Library purchase of videos	(80,000)	80,000
DCC	Impose fees on recipients of urinalysis drug tests, or reduce program	?	100,000
DES	Increase fees dedicated to dangerous dog program in Animal Control	0	47,500

1993-94 PROPOSED AMENDMENTS		4/29/93	
			Effect on
		Change Amt.	GF Contingency
Amendment		Increase/	Increase/
Number	Description	(Decrease)	(Decrease)
PROGRAM AMENDMENTS (continued)			
Offsetting Revenues and Reductions (continued)			
MCSO	Support two deputy sheriff positions with reimbursement from video lottery funds	0	98,274
DCC	Contract with State Courts to pay for PRSP program	0	197,000
DSS	Cut vacant administrative positions (to be identified)	(100,000)	100,000
MCSO	CUT professional services and video imaging appropriation	(49,000)	49,000
Countywide	CUT Travel, require that County pay for no more than one employee at any conference	(50,000)	50,000
MCSO	CUT Chaplain	(45,271)	45,271
DSS/Health	SHIFT funding for Walnut Park remodeling to COP	(215,000)	215,000
Countywide	Reduce Materials & Services 2% (exceptions for pass through to other governments, Utilities, Food, Drugs, Interest, and reimbursments to Capital Lease Retirement Fund)	(370,857)	370,857
	SUBTOTAL REVENUES AND REDUCTIONS	(1,499,698)	3,270,403
	NET CHANGE TO GF CONTINGENCY ACCOUNT		533,147