

**ANNOTATED MINUTES**

Monday, February 8, 1993 - 9:00 AM - 3:00 PM  
Multnomah County Expo Center, VIP Room  
2060 North Marine Drive

**BOARD RETREAT**

BR-1 Discussion of County Critical Issues and Opportunities.  
Facilitated by Bill Farver and Hank Miggins.

**AGENDA**

9:00 Public Safety  
10:00 Health  
10:45 Social Services  
11:30 Library  
12:15-1:00 Lunch  
1:00 Environmental Services  
1:45 Non-Departmental and Management Support  
2:30 Summary and Evaluation

PRESENTATION, DISCUSSION AND RESPONSE TO BOARD  
QUESTIONS WITH BILL FARVER, TAMARA HOLDEN,  
SHERIFF ROBERT SKIPPER, DISTRICT ATTORNEY  
MICHAEL SCHRUNK, GARY WALKER, BILLI ODEGAARD,  
HANK MIGGINS, GARY NAKAO, GARY SMITH, DON  
KEISTER, HAROLD OGBURN, BILL THOMAS, REY  
ESPANA, GINNIE COOPER, BETSY WILLIAMS AND DAVID  
BOYER.

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

**BOARD BRIEFING**

B-1 Arts Plan Program Update. Organized by the Metropolitan  
Arts Commission. Presented by Bing Sheldon, Don McClave,  
Clark Worth, Chuck Clemmons, Annie Painter, Joe Wyatt and  
Bill Bulick.

PRESENTATION, DISCUSSION AND FILM.

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Tuesday, February 9, 1993 - 10:30 AM  
Multnomah County Courthouse, Room 602

**AGENDA REVIEW**

B-2 Review of Agenda for Regular Meeting of February 11, 1993.

R-2 & R-3 INFORMATION SUBMITTED AND STAFF RESPONSE TO  
BOARD QUESTIONS.

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Tuesday, February 9, 1993 - 11:00 AM  
Multnomah County Courthouse, Room 602

## PUBLIC HEARING

PH-1 Pursuant to ORS 294.655 and ORS 310.186, the Tax Supervising and Conservation Commission Will Conduct a Public Hearing on Proposed Property Tax Measures. The Multnomah County Board of Commissioners Will be in Attendance to Discuss a Proposed \$31 Million General Obligation Bond Issue for Library Reconstruction or Remodeling. (Continued From January 27, 1993.)

CONTINUED HEARING ON THE PROPOSED PROPERTY TAX MEASURES AND GENERAL OBLIGATION BONDS CONVENED BY TSCC CHAIR JOSEPH LaBADIE, COMMISSIONERS LIANNE THOMPSON AND THOMAS HATFIELD, WITH TSCC ADMINISTRATIVE OFFICER MARGARET BAUER. PRESENTATION AND RESPONSE TO QUESTIONS BY CHAIR GLADYS McCOY, GINNIE COOPER, BILL NAITO, DAVID BOYER AND JIM EMERSON. SUPPORT TESTIMONY FROM SUSAN HATHAWAY MARKS.

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Wednesday, February 10, 1993 - 9:30 - 11:30 AM  
Multnomah County Courthouse, Room 602

## WORK SESSIONS

WS-1 Continued Discussion and Request for Policy Direction Regarding the Citizen Convention Recommendations. Facilitated by Bill Farver and Hank Miggins. (From January 19, January 27 and February 3, 1993.)

BOARD DIRECTION GIVEN CONCERNING SPECIFIC CHANGES IN DRAFT RESPONSE TO CITIZEN CONVENTION RECOMMENDATIONS. BOARD BRIEFING ON TAX FORECLOSED PROPERTIES TO BE SCHEDULED FOLLOWING COMPLETION OF GARY BLACKMER'S AUDIT WITHIN THE NEXT MONTH. COMMENTS AND RESPONSE TO BOARD QUESTIONS FROM JOY AL SOFI, JOHN LEGRY, JIM DUNCAN, ANGEL OLSEN AND JOHN PRAGGASTIS.

WS-2 Discussion on the Proposal to Transfer County Parks to the Metropolitan Service District. Facilitated by Commissioner Gary Hansen and DES Director Betsy Williams.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS FROM BETSY WILLIAMS, CHARLES CIECKO, MEL HUIE AND BILL MCKINLEY. BOARD TO REINITIATE TRANSFER NEGOTIATIONS WITH AFFECTED JURISDICTIONS.

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

## REGULAR MEETING

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

CONSENT CALENDAR

CHAIR McCOY REQUESTED THAT C-1 BE HELD PENDING FURTHER CLARIFICATION. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-2 THROUGH C-10) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-2 Ratification of an Amendment to Intergovernmental Agreement Contract 103982, Physician Care Organization, Between Multnomah County and the Oregon State Office of Medical Assistance Programs, Extending the Agreement Term for the Period Upon Execution through February 28, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 ORDER in the Matter of the Execution of Deed D930836 for Certain Tax Acquired Property to M.J. SCHLOSSER and CHARLES M. SCHLOSSER

ORDER 93-31.

- C-4 ORDER in the Matter of the Execution of Deed D930837 for Certain Tax Acquired Property to CELICIA REID

ORDER 93-32.

- C-5 ORDER in the Matter of the Execution of Deed D930838 Upon Complete Performance of a Contract to ROBERT MCGOWN

ORDER 93-33.

- C-6 ORDER in the Matter of the Execution of Deed D930839 Upon Complete Performance of a Contract to ROBERT MCGOWN

ORDER 93-34.

- C-7 ORDER in the Matter of the Execution of Deed D930840 for Certain Tax Acquired Property to NOMA L. EVANS

ORDER 93-35.

- C-8 ORDER in the Matter of the Execution of Deed D930841 for Certain Tax Acquired Property to NOMA L. EVANS

ORDER 93-36.

- C-9 ORDER in the Matter of the Execution of Deed D930842 for Certain Tax Acquired Property to NOMA L. EVANS

ORDER 93-37.

- C-10 ORDER in the Matter of the Execution of Deed D930843 for Certain Tax Acquired Property to BIANCA KENT

ORDER 93-38.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Public Hearing and Opportunity for Citizen Testimony on the Proposed Issuance and Sale of a \$31 Million General Obligation Bond to Finance Renovation of the Multnomah County Central Library and Reconstruction/Remodeling of the Midland Branch Library and to Possibly Acquire Additional Land for the Midland Branch Library

Commissioner Dan Saltzman arrived at 9:35 a.m.

SUPPORT TESTIMONY FROM JOHN ROBOTHAM, LES PRATT, DAVID CORDERO, BILL NAITO AND BILL FAILING. OPPOSITION TESTIMONY FROM LOUISE WEIDLICH. BOARD RESPONSE TO QUESTIONS, DISCUSSION AND COMMENTS. BOARD VOTE ON LEVY AND GENERAL OBLIGATION BOND RESOLUTIONS SCHEDULED FOR THURSDAY, FEBRUARY 18, 1993.

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Michael Powell - Chair, Marcia Pry - Vice-Chair, Don Barney, Karen Hinsdale, Rene Carroll, Ken Wilson, Susan Hathaway-Marxer, Catherine VanZyl, Marty Brantley, Robyn Skene, Doug Stamm and Carolyn Myers to the MULTNOMAH COUNTY LIBRARY ENTREPRENEURIAL INITIATIVES TEAM (Commissioner Dan Saltzman, ex officio)

COMMISSIONER SALTZMAN REPORTED ON THE PROPOSED TEAM MEMBERS AND THEIR BACKGROUNDS AND RECOGNIZED KEN WILSON IN THE AUDIENCE. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, R-1 WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES  
SHERIFFS OFFICE

- R-2 In the Matter of a Request for Hiring Freeze Exceptions (Overtime) for Deputy Sheriff, Corrections Officer, Sheriff Operations Technician/Trainee, Warehouse Worker and Corrections Branch Facility Security Officer Positions

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-2 WAS UNANIMOUSLY APPROVED.

- R-3 In the Matter of a Request for Hiring Freeze Critical Service Level Exceptions for One (1) Corrections Counselor and Three (3) Civil Deputy Positions

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-3 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4      **RESOLUTION in the Matter of Consolidating Cable Regulation**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-39 WAS UNANIMOUSLY APPROVED. THE BOARD THANKED JULIE OMELCHUCK FOR HER EFFORTS.**

R-5      **Ratification of Intergovernmental Agreement Contract 301583 Between the Cities of Fairview, Wood Village, Troutdale, Gresham and Portland and Multnomah County, Creating the Consolidated Cable Communications Commission**

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

R-6      **Request for Approval of a NOTICE OF INTENT for the Park Services Division to Apply for a \$5,000 METROPOLITAN GREENSPACES ENVIRONMENTAL EDUCATION SMALL GRANT to Help Fund a Seasonal Naturalist Position from Three to Six Months**

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-6 WAS UNANIMOUSLY APPROVED.**

R-7      **ORDER Setting a Hearing Date in the Matter of the Legalization of Brower Road, No. 4999, From Larch Mountain Road Northerly 19,925 Feet**

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 93-40 SETTING A HEARING DATE FOR THURSDAY, MARCH 25, 1993, WAS UNANIMOUSLY APPROVED.**

R-8      **Budget Modification DES #20 Requesting Authorization for the Park Development Program Budget to Appropriate a \$9,982 Emergency Repair Grant from the Oregon Marine Board, for Repairs at M. James Gleason Boat Ramp**

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

**JUSTICE SERVICES**

**COMMUNITY CORRECTIONS**

R-9      **Budget Modification DCC #26 Requesting Authorization to Eliminate the Specialized Programs and Services Division Administrative Budget for Fiscal Year 1993**

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

R-10      **Budget Modification DCC #27 Requesting Authorization to Delete Contract Services in the Diagnostic and Program Development Division Supported by State Enhancement Grant Revenue**

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

- R-11 Budget Modification DCC #28 Requesting Authorization to Modify the Department of Community Corrections Federal/State Budget to Comply with the Revised Community Corrections Act Plan Amendment

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER COLLIER, R-11 WAS UNANIMOUSLY  
APPROVED.**

**NON-DEPARTMENTAL**

- R-12 Ratification of an Intergovernmental Agreement Between the Oregon Economic Development Department and Multnomah County, to Provide a Basis for a Cooperative Working Relationship to Improve the Historic Columbia River Highway as a Visitor Attraction and Historic Resource, for the Period Upon Execution through November 5, 1994

**COMMISSIONER KELLEY MOVED AND COMMISSIONER  
SALTZMAN SECONDED, FOR APPROVAL OF R-12. BOARD  
COMMENTS AND RESPONSE TO LOUISE WEIDLICH  
TESTIMONY AND REQUEST FOR INFORMATION  
CONCERNING ITEMS R-12, R-13 AND R-14. VOTE ON  
MOTION UNANIMOUSLY APPROVED.**

- R-13 Ratification of an Intergovernmental Agreement Between Multnomah County, USDA Forest Service, Oregon Parks and Recreation Department, Hood River County Visitors Council and Friends of Vista House, to Provide a Basis for a Cooperative Working Relationship to Improve the Historic Columbia River Highway as a Visitor Attraction and Historic Resource, for the Period Upon Execution through November 5, 1994

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

- R-14 Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance 748, (Columbia River Gorge National Scenic Area Plan Implementation) by Repealing MCC 11.15.3568(H) and Amending MCC 11.15.3572 to Clarify Multnomah County Review Procedures for Land Use Decisions in the Columbia River Gorge

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. HEARING HELD, NO ONE WISHED TO  
TESTIFY. UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, ORDINANCE 750  
WAS UNANIMOUSLY APPROVED.**

- R-15 Budget Modification NOND #16 Requesting Authorization to Transfer Funds from Personal Services to Materials and Services and Capital Equipment within Commissioner District 3 Budget, for the Purchase of Computers and Other Items

Necessary for Office Operations

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

- R-16 RESOLUTION [Revising Resolution 92-193 to Include the City  
of Gresham] in the Matter of Participating in the PUBLIC  
SAFETY COUNCIL

UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER SALTZMAN, RESOLUTION 93-41 WAS  
UNANIMOUSLY APPROVED.

- R-17 In the Matter of a Request for Hiring Freeze Exception to  
Vacant Position Deletion Policy for Community Health Nurses

UPON MOTION OF COMMISSIONER COLLIER, SECONDED  
BY COMMISSIONER SALTZMAN, R-17 WAS UNANIMOUSLY  
APPROVED.

MANAGEMENT SUPPORT

- R-18 Ratification of Intergovernmental Agreement Contract 500353  
Between Multnomah County and the State of Oregon Purchasing  
Division, for Use of State of Oregon Price Agreements to  
Purchase Goods and Services at Volume Discount, for the  
Period February 1, 1993 to January 31, 1994

UPON MOTION OF COMMISSIONER COLLIER, SECONDED  
BY COMMISSIONER KELLEY, R-18 WAS UNANIMOUSLY  
APPROVED.

PUBLIC COMMENT

- R-19 Opportunity for Public Comment on Non-Agenda Matters.  
Testimony Limited to Three Minutes Per Person.

COMMISSIONER COLLIER ADVISED SHE WOULD BE  
CIRCULATING FINAL DRAFTS OF THE JAIL AND  
LIBRARY LEVIES AND GENERAL OBLIGATION BOND  
EXPLANATIONS THIS NEXT WEEK.

There being no further business, the meeting was adjourned  
at 10:25 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Deborah C. Bogstad

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

WORK SESSION

WS-1    **Presentation of Selected Portions of Library Operations and Board Discussion of Department of Library Services Budget. Presented by Library Director Ginnie Cooper and Staff and Planning and Budget Manager Dave Warren and Staff.**

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS  
WITH GINNIE COOPER, JUNE MIKKELSEN, TOM OLSON,  
PATRICK BLANE, DEANNA CECOTTI, JEANNE GOODRICH,  
CINDY REID, JACKIE DOLAN, INGA BOUDREAU,  
MARGARET EPTING, WES STEVENS, DAVE WARREN,  
CINDY MILES, SALLY MEAD, CATHY WRIGHT, JAN  
THENELL AND VIRGINIA SWAREN.**

0279C/1-8/db





# 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

FEBRUARY 8 - 12, 1993

Monday, February 8, 1993 - 9:00 AM - Board Retreat. . . . .Page 2  
Tuesday, February 9, 1993 - 9:30 AM - Board Briefing. . . . .Page 2  
Tuesday, February 9, 1993 - 10:30 AM - Agenda Review. . . . .Page 2  
Tuesday, February 9, 1993 - 11:00 AM - Public Hearing . . . . .Page 2  
Wednesday, February 10, 1993 - 9:30 AM - Work Sessions. . . . .Page 3  
Thursday, February 11, 1993 - 9:30 AM - Regular Meeting . . . . .Page 3  
Friday, February 12, 1993 - 9:30 AM & 1:30 PM - Work Session. Page 6

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, February 8, 1993 - 9:00 AM - 3:00 PM

Multnomah County Expo Center, VIP Room  
2060 North Marine Drive

BOARD RETREAT

- BR-1 Discussion of County Critical Issues and Opportunities.  
Facilitated by Bill Farver and Hank Miggins.

AGENDA

9:00 Public Safety  
10:00 Health  
10:45 Social Services  
11:30 Library  
12:15-1:00 Lunch  
1:00 Environmental Services  
1:45 Non-Departmental and Management Support  
2:30 Summary and Evaluation

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Tuesday, February 9, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Arts Plan Program Update. Organized by the Metropolitan Arts Commission. Presented by Bing Sheldon, Don McClave, Clark Worth, Chuck Clemmons, Annie Painter, Joe Wyatt and Bill Bulick.
- 

Tuesday, February 9, 1993 - 10:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of February 11, 1993.
- 

Tuesday, February 9, 1993 - 11:00 AM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-1 Pursuant to ORS 294.655 and ORS 310.186, the Tax Supervising and Conservation Commission Will Conduct a Public Hearing on Proposed Property Tax Measures. The Multnomah County Board of Commissioners Will be in Attendance to Discuss a Proposed \$31 Million General Obligation Bond Issue for Library Reconstruction or Remodeling. 11:00 AM TIME CERTAIN, ONE HOUR REQUESTED. (Continued From January 27, 1993.)
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Wednesday, February 10, 1993 - 9:30 - 11:30 AM

Multnomah County Courthouse, Room 602

WORK SESSIONS

- WS-1 Continued Discussion and Request for Policy Direction Regarding the Citizen Convention Recommendations. Facilitated by Bill Farver and Hank Miggins. (From January 19, January 27 and February 3, 1993.) 9:30 TIME CERTAIN, ONE HOUR REQUESTED.
- WS-2 Discussion on the Proposal to Transfer County Parks to the Metropolitan Service District. Facilitated by Commissioner Gary Hansen and DES Director Betsy Williams. 10:30 TIME CERTAIN, ONE HOUR REQUESTED.
- 

Thursday, February 11, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Michael Powell - Chair, Marcia Pry - Vice-Chair, Don Barney, Karen Hinsdale, Rene Carroll, Ken Wilson, Susan Hathaway-Marxer, Catherine VanZyl, Marty Brantley, Robyn Skene, Doug Stamm and Carolyn Myers to the MULTNOMAH COUNTY LIBRARY ENTREPRENEURIAL INITIATIVES TEAM (Commissioner Dan Saltzman, ex officio)

DEPARTMENT OF HEALTH

- C-2 Ratification of an Amendment to Intergovernmental Agreement Contract 103982, Physician Care Organization, Between Multnomah County and the Oregon State Office of Medical Assistance Programs, Extending the Agreement Term for the Period Upon Execution through February 28, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 ORDER in the Matter of the Execution of Deed D930836 for Certain Tax Acquired Property to M.J. SCHLOSSER and CHARLES M. SCHLOSSER
- C-4 ORDER in the Matter of the Execution of Deed D930837 for Certain Tax Acquired Property to CELICIA REID
- C-5 ORDER in the Matter of the Execution of Deed D930838 Upon Complete Performance of a Contract to ROBERT MCGOWN
- C-6 ORDER in the Matter of the Execution of Deed D930839 Upon Complete Performance of a Contract to ROBERT MCGOWN

- C-7 ORDER in the Matter of the Execution of Deed D930840 for Certain Tax Acquired Property to NOMA L. EVANS
- C-8 ORDER in the Matter of the Execution of Deed D930841 for Certain Tax Acquired Property to NOMA L. EVANS
- C-9 ORDER in the Matter of the Execution of Deed D930842 for Certain Tax Acquired Property to NOMA L. EVANS
- C-10 ORDER in the Matter of the Execution of Deed D930843 for Certain Tax Acquired Property to BIANCA KENT

#### REGULAR AGENDA

#### NON-DEPARTMENTAL

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#### JUSTICE SERVICES

##### SHERIFFS OFFICE

- R-2 In the Matter of a Request for Hiring Freeze Exceptions (Overtime) for Deputy Sheriff, Corrections Officer, Sheriff Operations Technician/Trainee, Warehouse Worker and Corrections Branch Facility Security Officer Positions
- R-3 In the Matter of a Request for Hiring Freeze Critical Service Level Exceptions for One (1) Corrections Counselor and Three (3) Civil Deputy Positions

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 RESOLUTION in the Matter of Consolidating Cable Regulation
- R-5 Ratification of Intergovernmental Agreement Contract 301583 Between the Cities of Fairview, Wood Village, Troutdale, Gresham and Portland and Multnomah County, Creating the Consolidated Cable Communications Commission
- R-6 Request for Approval of a NOTICE OF INTENT for the Park Services Division to Apply for a \$5,000 METROPOLITAN GREENSPACES ENVIRONMENTAL EDUCATION SMALL GRANT to Help Fund a Seasonal Naturalist Position from Three to Six Months
- R-7 ORDER Setting a Hearing Date in the Matter of the Legalization of Brower Road, No. 4999, From Larch Mountain Road Northerly 19,925 Feet
- R-8 Budget Modification DES #20 Requesting Authorization for the Park Development Program Budget to Appropriate a \$9,982 Emergency Repair Grant from the Oregon Marine Board, for Repairs at M. James Gleason Boat Ramp

## JUSTICE SERVICES

### COMMUNITY CORRECTIONS

- R-9 Budget Modification DCC #26 Requesting Authorization to Eliminate the Specialized Programs and Services Division Administrative Budget for Fiscal Year 1993
- R-10 Budget Modification DCC #27 Requesting Authorization to Delete Contract Services in the Diagnostic and Program Development Division Supported by State Enhancement Grant Revenue
- R-11 Budget Modification DCC #28 Requesting Authorization to Modify the Department of Community Corrections Federal/State Budget to Comply with the Revised Community Corrections Act Plan Amendment

### NON-DEPARTMENTAL

- R-12 Ratification of an Intergovernmental Agreement Between the Oregon Economic Development Department and Multnomah County, to Provide a Basis for a Cooperative Working Relationship to Improve the Historic Columbia River Highway as a Visitor Attraction and Historic Resource, for the Period Upon Execution through November 5, 1994
- R-13 Ratification of an Intergovernmental Agreement Between Multnomah County, USDA Forest Service, Oregon Parks and Recreation Department, Hood River County Visitors Council and Friends of Vista House, to Provide a Basis for a Cooperative Working Relationship to Improve the Historic Columbia River Highway as a Visitor Attraction and Historic Resource, for the Period Upon Execution through November 5, 1994
- R-14 Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance 748, (Columbia River Gorge National Scenic Area Plan Implementation) by Repealing MCC 11.15.3568(H) and Amending MCC 11.15.3572 to Clarify Multnomah County Review Procedures for Land Use Decisions in the Columbia River Gorge
- R-15 Budget Modification NOND #16 Requesting Authorization to Transfer Funds from Personal Services to Materials and Services and Capital Equipment within Commissioner District 3 Budget, for the Purchase of Computers and Other Items Necessary for Office Operations
- R-16 RESOLUTION [Revising Resolution 92-193 to Include the City of Gresham] in the Matter of Participating in the PUBLIC SAFETY COUNCIL
- R-17 In the Matter of a Request for Hiring Freeze Exception to Vacant Position Deletion Policy for Community Health Nurses

MANAGEMENT SUPPORT

- R-18 Ratification of Intergovernmental Agreement Contract 500353 Between Multnomah County and the State of Oregon Purchasing Division, for Use of State of Oregon Price Agreements to Purchase Goods and Services at Volume Discount, for the Period February 1, 1993 to January 31, 1994

PUBLIC COMMENT

- R-19 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.
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Friday, February 12, 1993 - 9:30 AM AND 1:30 PM

Multnomah County Courthouse, Room 602

WORK SESSION

- WS-1 Presentation of Selected Portions of Library Operations and Board Discussion of Department of Library Services Budget. Presented by Library Director Ginnie Cooper and Staff and Planning and Budget Manager Dave Warren and Staff. 9:30 AM AND 1:30 PM STARTING TIMES REQUESTED.

Meeting Date: FEB 11, 1993

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

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

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

APPOINTMENTS TO: Library Entrepreneurial Initiatives Team

Don Barney, Library Board  
Karen Hinsdale, Library Board  
Michael Powell, Library Board\*  
Marcia Pry, Pry Publishing\*\*  
Rene' Carroll, Consumer marketing Mgr., PP&L  
Ken Wilson, Attorney, Oregon Lawn & Seed  
Susan Hathaway-Marxer, Friends of the Library  
Catherine Van Zyl, Friends of the Library (alternate)

Marty Brantley, General Manager, KPTV  
Robyn Skene, Marketing Director, KXL  
Doug Stamm, Nike, Sports Marketing  
Carolyn Myers, Library Employee

\*\*\*See Footnote

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCay  
Or

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

(All accompanying documents must have required signatures)

- \* Michael Powell will serve as Chair of the Team.
- \*\* Marcia Pry will serve as Vice Chair
- \*\*\* Commissioner Dan Saltzman will serve in ex-officio role

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB - 4 AM 11:09



## MULTNOMAH COUNTY OREGON

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES

IMMEDIATE RELEASE

### MULTNOMAH COUNTY NAMES NEW MEMBERS TO THE LIBRARY ENTREPRENEURIAL INITIATIVES TEAM

At the last Multnomah County Board of Commissioners' meeting, members of the newly formed Library Entrepreneurial Initiatives Team were named. The Team, proposed by Commissioner Dan Saltzman, is charged with the task of recommending alternate funding sources to help support the Multnomah County Library. Additional revenue sources would reduce the Library's reliance on property tax dollars for operations.

"The Library Entrepreneurial Initiatives Team is a modest but, important step in finding new sources of revenue for our community's library system," said Commissioner Saltzman. He further stated, "the commitment and creative energy of this volunteer team of marketing and business experts will enhance the County's efforts in providing quality library services to all County residents."

-MORE-

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 17 AM 8:52  
MULTNOMAH COUNTY  
OREGON



The Chair of the Library Entrepreneurial Initiatives Team is Michael Powell, Library Advisory Board member and owner of Powell's Books. Marcia Pry, owner of Pry Publishing, has been named Vice Chair of the team. Other members appointed to the team are Don Barney and Karen Hinsdale, Library Board members; Rene Carroll, Pacific Power and Light's Consumer Marketing Manager; Ken Wilson, a private attorney; Susan Hathaway-Marxer and Catherine VanZyl, Friends of the Library members; Marty Brantley, General Manager of KPTV; Robyn Skene, Marketing Director of KXL radio; Doug Stamm, Nike Inc., Sports Marketing; and Carolyn Myers, Central Librarian. Commissioner Dan Saltzman will serve in an ex-officio role and the Entrepreneurial Initiatives Team will be staffed by Steffeni Gray from the Association of Portland Progress.

The team is expected to report its recommendations to the Multnomah County Board of Commissioners by May, 1993. Potential revenue sources might include toll calls for library reference line inquiries; the establishment of a coffee shop at Central; research services for businesses; and a volunteer Library "gold card" for additional library services.

For more information, contact Jean Bucciarelli, staff to Commissioner Dan Saltzman at 248-5220 or Teri Duffy at 248-3308.

# # #

Meeting Date: FEB 11 1993

Agenda Number: C-2

(Above for Clerk's Office Use Only)

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

Subject: Ratification of Physician Care Organization Agreement

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: HEALTH Division: \_\_\_\_\_

Contact: FRONK Telephone: x4274

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):

Ratification of an amendment to the Physician Care Organization agreement with the Oregon State, Office of Medical Assistance Programs. The amendment will extend the agreement one month to February 28, 1993.

*2/17/93 originals to Tom Fronk*

**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director Billi Odegard

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JAN 27 PM 12:08

(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: Billi Odegaard, Director *ok Billi*  
Health Department

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

DATE: January 20, 1993

SUBJECT: Amendment to Intergovernmental Revenue Agreement with Oregon State  
Office of Medical Assistance Programs

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to this agreement with the Oregon Department of Human Services, Office of Medical Assistance Programs, for the period upon execution to and including February 28, 1993.

Analysis: On December 29, 1992, the county ratified an amendment to the agreement extending the term of the agreement through January 31, 1993. This amendment will extend the term of the agreement an additional month through February 28, 1993.

Background: This program was mandated by the state legislature and has been operational since January 1985. The state periodically changes the capitation rates and terms of the agreement.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103982Amendment # 3

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

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Fronk Phone x4274 Bldg/Room 160/7Administrative Contact Brame Phone x2670 Bldg/Room 160/2Description of Contract Amendment to Physician Care Organization (PCO) Agreement extending the agreement through February 28, 1993.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Department of Human Resources  
Office of Medical Assistance ProgramsMailing Address Human Resources Building  
500 Summer N.E. Street  
Salem, Oregon 97310-1014Phone (503) 378-2263Employer ID# or SS# N/AEffective Date Upon ExecutionTermination Date February 28, 1993

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

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

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

Total Amount of Agreement \$ REQUIREMENTSRemittance 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 Belli OdgaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 1/25/93

Date \_\_\_\_\_

Date 1-26-93Date 2/11/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0710			2600		0314		REQUIREMENTS	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

Physician Care Organization Agreement  
AMENDMENT

This is an Amendment to the Physician Care Organization Agreement between MULTICARE, hereafter known as Contractor, and the Office of Medical Assistance Programs, hereafter called OMAP. The parties wish to amend the Agreement as follows:

1. The term of the Agreement is extended through February 28, 1993.
2. The capitation rate, including any reductions in the capitation payment for stop-loss insurance coverage, will remain unchanged.

All other parts of the Agreement remain unchanged.

The effective date(s) of this Amendment shall be the date the Agreement is executed by the parties.

Agreed.

Signatures:

CONTRACTOR, by and through  
authorized official:

STATE OF OREGON  
OFFICE OF MEDICAL ASSISTANCE  
PROGRAMS, by and through  
authorized official:

By Gladys McCoy  
Sign here and print below

By \_\_\_\_\_  
Jean Thorne, Director, OMAP

Name: Gladys McCoy

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

Title: County Chair  
(Please Print)

Date: 2/11/93

Reviewed by OMAP Asst. Director: \_\_\_\_\_

Reviewed by OMAP Contract Manager: \_\_\_\_\_

Reviewed by Budget/Program Authority: \_\_\_\_\_

Approved for Legal Sufficiency: \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: LAURENCE KRESSEL

Date: 1-26-93

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

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

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

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to former owners.

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

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of Deed 930836 between Multnomah County and M J & Charles M Schlosser, former owners of property at 4422 SE Brooklyn St, for \$16,311.50.

Repurchase application attached.

*2/17/93 to tax title*

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 Willis

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

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

OTHER: Facilities & Property Management *PIO*

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JAN 27 PM 12:08

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by 1/15/93

Name(s) C. HANLEY & M. J. SCHLOSSEK

Address of Property you wish to repurchase  
4422 S.E. Brooklyn St.

Legal description PLAINFIELD E25' of Lot 10, Blk 3 W 36' of Lot 11 Blk 366/60-0330

Tax Account Number

Address of primary residence 2927 S.E. 82 PORTLAND, OR 97266

Home Telephone Number 458-3342

Primary business address

Business telephone number

Oregon Driver License Number 315369

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

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

ADDRESS

TAX ACCOUNT NUMBER

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

                      
YES

                     ✓  
NO

If so, provide details on a separate page.

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

                      
YES

                     ✓  
NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ X which is ten percent(10%) of the purchase price of \$ 163,115.00 and monthly payments of \$ X for a period of X months.

Circle Yes or No to the following and attach copies:

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

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

Also attach copies of your current water and utility bills.

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

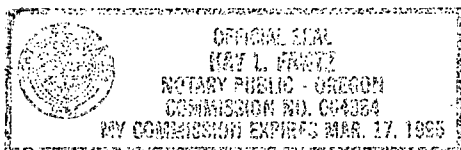
Charles M. Schlosser  
Your Signature  
1-12-93  
Date

STATE OF OREGON )  
COUNTY OF MULTNOMAH )

On this 12<sup>th</sup> day of Jan. 1993, before me, a Notary Public in  
and for said county and state personally appeared the above named CHARLES M. SCHLOSSER

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

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



Ray L. Fantz  
Notary Public for Oregon  
My commission expires 3/17/95

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

Repurchase Application  
Page two



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930836 for Certain Tax ) ORDER  
Acquired Property to: ) 93-31  
M. J. SCHLOSSER )  
and CHARLES M. SCHLOSSER )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that M. J. SCHLOSSER and CHARLES M. SCHLOSSER are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$16,311.50 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;

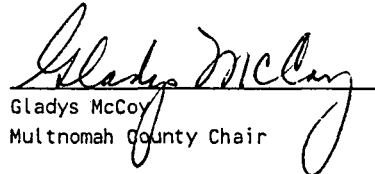
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owners the following described property situated in the County of Multnomah, State of Oregon:

PLAINFIELD  
EAST 25' OF LOT 10, BLOCK 3 WEST 36' OF LOT 11, BLOCK 3

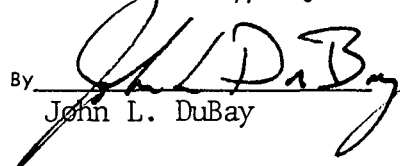
Dated at Portland, Oregon this 11th day of February, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By   
John L. DuBay

DEED D930836

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to M. J. SCHLOSSER and CHARLES M. SCHLOSSER, Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

PLAINFIELD  
EAST 25' OF LOT 10, BLOCK 3 WEST 36' OF LOT 11, BLOCK 3

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,311.50.

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.

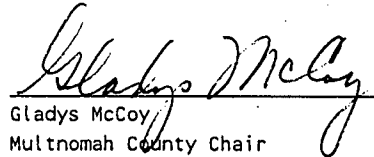
Until a change is requested, all tax statements shall be sent to the following address:

2927 SE 82ND AVE  
PORTLAND, OR 97266

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



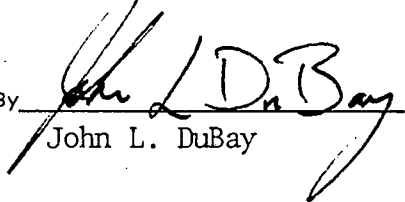
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

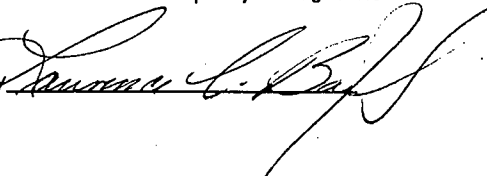
REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:  
F. Wayne George  
Facilities and Property Management

By

  
John L. DuBay

By



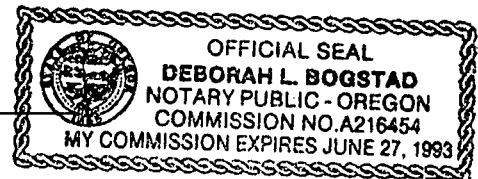
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

(For Clerk's Use)  
Meeting Date FEB 11 1993  
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to 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 Deed D930837 to former owner.

Supporting documentation, orders & deed attached.

*2/17/93 to tax title*

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) \_\_\_\_\_

OTHER: Facilities & Property Management *[Signature]*

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

COUNTY CLERK  
1993 FEB - 1 PM 12:00  
MULTNOMAH COUNTY  
OREGON

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return this form with Money\*\* by 1/15/23

Celicia F. Reid  
Name(s)

6933 NE 7th Ave  
Address of Property you wish to repurchase

Woodlawn East 1/2 of Lot 243 Blk 39  
Legal description

92580-5280  
Tax Account Number

31331 Calle Villa Clara - San Juan Capistrano, CA.  
Address of primary residence

714-493-1361  
Home Telephone Number

Primary business address

Business telephone number

Oregon Driver License Number

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

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

ADDRESS

TAX ACCOUNT NUMBER

Albina Hostel: Blk. 27 Lot 16

010505670

VERNON: Blk. 20 Lot 7

840103830

4324 N.E. Grand

497300180

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

☒ YES

☐ NO

If so, provide details on a separate page.

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

☐ YES

☒ NO

If so, provide details on a separate page.

Repurchase Application  
Page one

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ XX which is ten percent (10%) of the purchase price of \$ 10,513.00 and monthly payments of \$ XX for a period of XX months.

Circle Yes or No to the following and attach copies:

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 1991 income tax return,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Current pay check stubs,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> SSA1099R Pension Income,
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> W2G form,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Disability Income,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Veteran's Benefits Pension,
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Workers Compensation,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unemployment,	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dividends, Interest Income,
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other Income,		

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

Also attach copies of your current water and utility bills.

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

*Celicia Red* 1-12-93  
X Your Signature (MUST BE NOTARIZED) see below  
1-11-93  
Date

STATE OF OREGON )  
CALIFORNIA )  
COUNTY OF MULTNOMAH )  
CECILIA RED

On this 12 day of JANUARY 1993, before me, a Notary Public in  
and for said county and state personally appeared the above named CECILIA RED

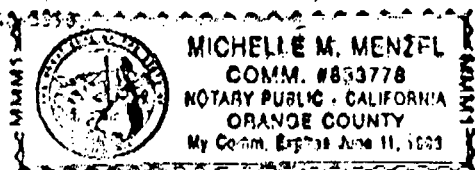
who acknowledged the foregoing application to be her voluntary act and deed.

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

*[Signature]*  
Notary Public for Oregon

My commission expires JUNE 4, 93

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202  
If you have any questions, please call Beverly or Gwen at 249-5555  
Repurchase Application  
Page two



To be notarized



*Sanctity of Contract*

## **STEWART TITLE**

3835 NE Tillamook  
Portland, Oregon 97212  
(503) 249-5049  
FAX (503) 249-5093

Multnomah County Tax Unit  
Foreclosure Department  
Larry Baxter  
2505 SE 11th Ave  
Portland, Oregon 97202

RE: Celecia Reid  
6933 NE 7th Ave, Portland, Ore

Mr. Baxter:

We are requesting the Deed for the above property at 6933 NE 7th ave, Portland, Oregon, in favor of Celecia Reid.

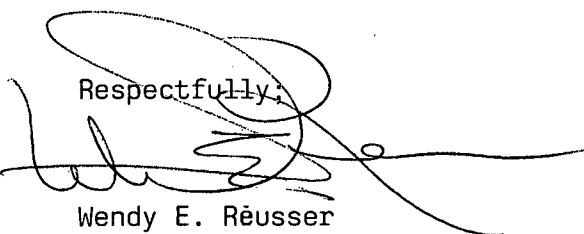
We have enclosed a copy of the Earnest Money Agreement and Preliminary Title Report for your reference.

We are setting up appointments for the final signing this week. So will be holding the sum due you in escrow waiting for your deed.

Please return to us by fax a Demand Statement of the amount due to you along with any interest that may be due.

Thank you for your cooperation and expedient response to our request.

Respectfully,



Wendy E. Reusser  
EO Branch Manager

SALE / AGREEMENT AND RECEIPT FOR EARNEST MONEY  
This is a legally binding document; if not understood, seek competent advice before signing.

The undersigned Buyer offers to purchase the following described real property situated in the County of Multnomah, State of Oregon  
(legal description): Woodlawn Add. lot 2 & 3 Block 39  
and commonly known as (street address): 6933 N.E. 7th  
for the purchase price of \$ 16,200  
on the following terms: Earnest money herein received for of promissory note \$ 500  
on \_\_\_\_\_ as additional earnest money, the sum of \_\_\_\_\_ \$ \_\_\_\_\_  
at or before closing, the balance of down payment \_\_\_\_\_ \$ \_\_\_\_\_  
at closing and upon delivery of ☐ DEED ☐ CONTRACT the sum of (Lines 5, 6, 7, and 8 must equal Line 4) \_\_\_\_\_ \$ 15,700  
payable as follows: Offer is of cash to be paid upon closing.

If indebtedness is assumed in this transaction, then in addition to the purchase price, Buyer is to pay required assumption fee and reimburse Seller for sums held in reserve accounts.

**BUYER'S REPRESENTATION:** Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

IF NEW LOAN IS REQUIRED, TRANSACTION SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN. Buyer agrees to make written loan application not later than NA business days from acceptance, complete necessary papers and exert best efforts to procure the loan. If discount points are required for financing, they shall be paid as follows: Buyer \_\_\_\_\_ % up to \$ \_\_\_\_\_; Seller \_\_\_\_\_ % up to \$ \_\_\_\_\_ Seller must pay all points if financing is by a Federal VA loan, not to exceed \$ \_\_\_\_\_ Lender required repairs to be paid as follows: \_\_\_\_\_

**SPECIAL CONDITIONS:** Contingent upon interior inspection within 24 hours of acceptance  
Any deposits from renters to be transferred to buyer from seller at escrow For additional provisions, see Exhibit(s)

Seller acknowledges that if property is new construction, Seller must comply with FTC insulation disclosure requirements. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. Unless otherwise herein provided, the property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except taxes which are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and none

**FIXTURES:** All built-in appliances; attached floor covering; drapery rods and curtain rods; window and door screens; storm doors and windows; irrigation, plumbing, ventilating, cooling and heating fixtures (including all tanks but excluding detached fireplace equipment); water heaters; attached electric light and bathroom fixtures; light bulbs, fluorescent lamps; window blinds; awnings; attached television antennae; fences; all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased, EXCEPT: \_\_\_\_\_

The following PERSONAL PROPERTY, in "as-is" condition, is included in the purchase price: stove, refrigerator

Unless otherwise stated, personal property included in this transaction has no value and shall not be security for the unpaid price. The following fixtures are not owned by Seller and are not being sold: \_\_\_\_\_

**ALARM SYSTEMS (if any)** ☐ OWNED ☐ LEASED. If leased, Buyer ☐ will not ☐ will assume the lease at closing. Approximate monthly lease payment is \$ \_\_\_\_\_

**SELLER REPRESENTS OR AGREES THAT TO THE BEST OF SELLER'S KNOWLEDGE, BUT WITHOUT DUE INQUIRY:** (1) That the above dwelling is connected to ☒ a public sewer system, or ☐ a cesspool or septic tank; (2) at the earlier of possession or closing date, the dwelling will have an approved and operating smoke detector properly installed as required by law; (3) that Seller has no knowledge of any hazardous substances on the property other than substances (if any) contained in appliances and equipment; (4) that Seller knows of no material structural defects; (5) that all electrical wiring, heating, cooling, plumbing and irrigation equipment and systems will be in good working order and that the balance of the property, including the yard, will be in substantially its present condition at the time Buyer is entitled to possession; (6) that Seller has no notice of any liens to be assessed against the property; (7) that Seller has no notice from any governmental agency of any violation of law relating to the property. Exceptions to items

(1) through (7) are: \_\_\_\_\_

and (8) that property is connected to; ☒ A public water system or ☐ A private well. If connected to a well Seller represents that the private water well located on or serving the property has provided an adequate supply of water during the entire year for household use, and to the best of Seller's knowledge, the water is fit for human consumption and the continued use of the well and water is authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other representations are made concerning the water supply and well except as expressly stated in this agreement. If the well provides water for domestic purposes, upon Seller's acceptance of Buyer's offer Seller will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon Health Division. Seller shall submit the test results to the Oregon Health Division and Buyer, upon receipt. Buyer may have the well water tested for quantity or quality by a qualified tester, and obtain a written report of such test or tests, showing the deficiencies (if any) in the well and the standards required to correct the deficiencies, all within \_\_\_\_\_ days (seven business days if not filled in) after Seller's acceptance of Buyer's offer. If the written report of the test made by Seller or the written report of any test made by Buyer shows deficiencies in quantity or quality of the water, then unless Seller agrees in writing to correct the deficiencies shown on the report, Buyer may terminate the rights and obligations of Seller and Buyer by delivering written notice of termination, together with a copy of the report, to Seller or the listing broker within 24 hours after the receipt by Buyer of the written test report. Seller shall have 24 hours after delivery of notice of termination, to agree in writing to correct the deficiencies shown on the report.

**"AS IS":** Except for Seller's express agreements and representations of Seller's knowledge on Lines 50 through 71, and Seller Property Disclosure, if any, Buyer is purchasing the property as is, in its present condition and with all defects apparent or not apparent. Buyer has not relied on any representations made by seller, Realtor, nor listing broker (if any) regarding the size, condition, utility or any other aspect of the property. Buyer recognizes that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in many residential properties. Seller makes no representations regarding the presence or condition of asbestos in the property.



Earnest Money Receipt No.	92-81513
Buyers Initials:	<u>AD</u> Date <u>1/5/93</u>
Sellers Initials:	_____ Date _____



INSPECTIONS: Buyer may, at Buyer's expense, have the condition of the property evaluated by a professional of Buyer's choice, by checking one of the following clauses:

- ☐ **PEST INSPECTION:** Buyer may have the property inspected by, and a report issued by, a licensed pest control operator. In the event the report indicates the necessity for repair and correction of damage caused by infestation of wood destroying pests or organisms, Buyer may terminate all obligations of the Seller and Buyer hereunder by delivering a written notice to do so, to Seller or Realtor, together with a copy of the report, within \_\_\_\_\_ business days (seven if not filled in) from Seller's acceptance hereof, unless Seller notifies Buyer within two business days thereafter of Seller's agreement to pay for the work recommended by the report. In the event of termination Buyer's earnest money will be refunded to Buyer.
- ☐ **PROFESSIONAL INSPECTION:** Buyer may have the property and any element thereof and improvement thereon, inspected at Buyer's expense by a person or persons either engaged in the business of making inspections of the type of property the subject of this transaction or engaged in the business of constructing or repairing the type of system or element inspected. If Buyer obtains a written report from one or more of such inspectors indicating infestation of wood destroying pests or organisms and the necessity of repair of damage caused thereby, or indicating any other substantial defect in the property, Buyer may terminate all obligations of the Seller and Buyer hereunder by delivering written notice to do so, together with a copy of the report, to Seller or Realtor. The notice and copy of the report must be given within \_\_\_\_\_ business days (seven if not filled in) after acceptance by Seller hereof. Provided, however, Seller may notify Buyer within \_\_\_\_\_ business days (two if not filled in) after Buyer's notice, of Seller's agreement to pay for the work recommended by that report, and the obligations of the Seller and Buyer shall not be terminated. In the event of termination Buyer's earnest money will be refunded to Buyer.
- ☒ **BUYER'S INSPECTION:** Buyer has personally inspected the property and all elements and systems thereof. Buyer is fully satisfied and has elected NOT to have an inspection performed by anyone else.

**THIS SALE WILL BE CLOSED IN ESCROW:** Costs of escrow shall be shared equally between Seller and Buyer, unless Buyer is financing through Federal VA, in which case Seller shall pay escrow costs.

**CLOSING: TIME IS OF THE ESSENCE.** Closing documents shall be executed and Buyer's funds deposited in escrow and closing shall occur on or before Jan. 15, 1993, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed ten (10) additional business days. This transaction is "closed" when the deed or contract is recorded.

**POSSESSION:** Seller shall remove all personal property not sold to Buyer and deliver possession to Buyer on: (Check one only) (1) ☒ 1 days after the closing; (2) ☐ \_\_\_\_\_, 19\_\_\_\_.

**PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, insurance premiums (if Buyer assumes the existing policy), and other prepaid expenses attributable to the property shall be as of: (Check one only) (1) ☒ Date Buyer is entitled to possess; or (2) ☐ On \_\_\_\_\_, 19\_\_\_\_.

**UTILITIES:** Seller to pay all utility bills accrued to date Buyer is entitled to possession and Buyer to pay Seller for heating fuel then on premises, payment to be handled between Buyer and Seller outside of escrow.

**INSURANCE:** Seller to keep the property insured until closing. Insurance will be secured by Buyer at licensed agent.

**ESCROW DEPOSIT:** The neutral escrow depository in Oregon designated below is hereby instructed by Seller, Buyer, Realtor and the listing broker (if any) as follows: (1) Upon your receipt of a copy of Buyer's sale agreement offer marked "rejected" by Seller or of Realtor's written advice that the offer is "rejected" by Seller or of Realtor's written advice that the offer is rejected, you are to refund the earnest money to Buyer. (2) Upon your receipt of a copy of the sale agreement signed by Seller, Buyer, Realtor and the listing broker (if any), set up an escrow account and proceed with closing in accordance with the terms of the sale agreement. If you determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between the parties), hold the earnest money deposit until you receive mutual written instructions from Seller, Buyer, Realtor and the listing broker (if any) as to disposition of the deposit.

**TITLE INSURANCE:** As a part of closing, Seller shall furnish to Buyer a title insurance policy in the amount of the purchase price showing good and marketable title. Prior to closing Seller will furnish to Buyer a preliminary title report made by a title insurance company showing the condition of the title to the property.

**EARNEST MONEY PAYMENT/REFUND:** If Seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to Seller, or having approved the sale, fails to consummate it, the earnest money shall be refunded, but acceptance by Buyer of the refund does not constitute a waiver of other remedies available to Buyer. If Seller approves the sale and title is marketable and Buyer has misrepresented Buyer's financial status or fails to cause Buyer's bank to honor for payment any check given as earnest money, when presented, or fails to redeem any note given as earnest money, when due, or fails to complete the purchase as herein provided, the earnest money herein receipted for and any additional earnest money paid or agreed to be paid shall be paid to Seller and this contract thereupon shall be of no further binding effect. It is the intention of the parties that under no circumstances shall Buyer be liable to Seller under the agreement beyond the amount of earnest money paid to Seller as provided herein.

**BINDING EFFECT/CONSENT:** This agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. If, after closing, Buyer will owe a portion of the purchase price to Seller, Buyer's rights under this agreement or in the property are not assignable without prior written consent of Seller.

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT:** The Foreign Investment in Real Property Tax Act ("FIRPTA"), Internal Revenue Code of 1986, as amended, §1445, requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sale price, with certain exceptions. As a part of closing, said funds to be paid to Internal Revenue Service. A "foreign person" is defined to include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA.

**FEDERAL VA APPRAISED VALUE CLAUSE:** If this transaction is being financed through the Federal VA, the following is hereby made a part of this agreement: It is expressly agreed that, notwithstanding any other provisions of this agreement, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the purchase price or cost exceeds the Reasonable Value of the property established by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this agreement without regard to the amount of the Reasonable Value established by the Veterans Administration.

**FHA AMENDATORY CLAUSE:** If this transaction is being financed with an FHA insured loan, the following is hereby made a part of this agreement: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of the property (excluding closing costs) of not less than \$ \_\_\_\_\_ (purchase price) which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**FHA REAL ESTATE CERTIFICATION:** If this transaction is being financed with an FHA insured loan, the following is hereby made a part of this agreement: Seller, Buyer/Borrower, and real estate agent(s) involved in this transaction, certify that this agreement, along with any attached addenda, is, to the best of their knowledge, the entire agreement between the parties. Any later agreement entered into by any of the parties must be fully disclosed and attached to the sales agreement.

**LEVY OF ADDITIONAL PROPERTY TAXES:** The property (check one) ☐ is ☐ is not specially assessed for property taxes (e.g. farm, forest or other) in a way which may result in levy of additional taxes in the future. If, as a result of Buyer's actions or this sale of the property, the property either is disqualified from special use assessment or loses its deferred property tax status, Buyer shall be responsible and shall immediately pay any deferred and/or additional taxes and interest which may be levied against the property, and shall hold Seller completely harmless therefrom. However, if as a result of the Seller's actions prior to the closing, the property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Seller shall be responsible and shall immediately pay all deferred and/or additional taxes and interest which may be levied against the property and shall hold Buyer completely harmless therefrom. Seller's obligation to pay deferred and/or additional taxes and interest hereunder shall survive closing.

**THE FOLLOWING CLAUSES, IF CHECKED ("X"), ARE MADE A PART OF THIS AGREEMENT:**

- ☐ **CLOSING/POSSESSION RENTAL:** Seller agrees to pay Buyer rent at the daily rate of \$ \_\_\_\_\_, for each day after the date of closing that Seller remains in possession of the property. Such rent shall be due at closing.
- ☐ **ADDITIONAL LAND SALES CONTRACT/TRUST DEED PROVISIONS:** Legal fees for contract preparation to be paid by: ☐ Seller or ☐ Buyer (indicate which). After closing date Buyer agrees to pay when due all taxes and liens placed on the property and have fire and standard extended coverage insurance satisfactory to Seller on the property. Buyer's breach of any contract/trust deed term shall entitle Seller to all rights available by contract/trust deed, in law or in equity, including the right to call the balance due and payable and to be reimbursed for all costs and reasonable attorney's fees. Unless assumed by Buyer, Seller to pay all prior indebtedness on the property when due. The Buyer has the option to pay any such prior indebtedness, if Seller fails to do so, and apply the amount paid against the sums due on the contract/trust deed payment.

NOTE: Fill in preprinted number from Page 1

Earnest Money Receipt No. _____	
Buyers Initials: <u>DU</u>	Date <u>1/5/93</u>
Sellers Initials: _____	Date _____





BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930837 for Certain ) ORDER  
Tax Acquired Property to ) 93-32  
CELICIA REID

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CELICIA REID is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$10,573.00 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

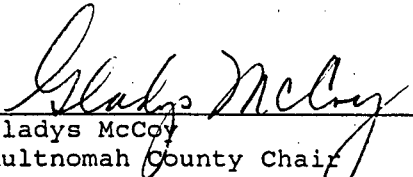
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

WOODLAWN  
EAST 1/2 OF LOTS 2&3, BLOCK 39

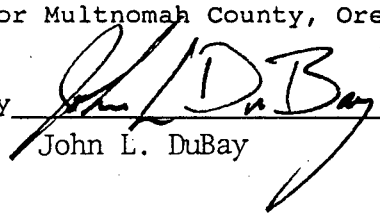
Dated at Portland, Oregon this 11th day of February, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By   
John L. DuBay

DEED D930837

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

WOODLAWN  
EAST 1/2 OF LOTS 2&3, BLOCK 39

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,573.00.

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:

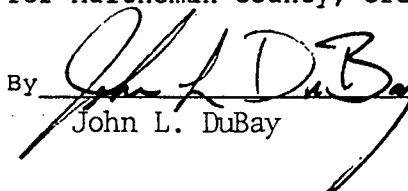
31331 CALLE-VILLA CLARA  
SAN JUAN CAPISTRANO, CA 92675

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

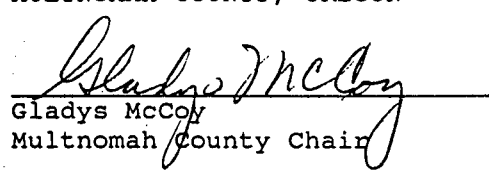


REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

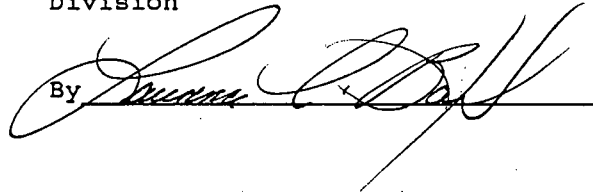
  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By



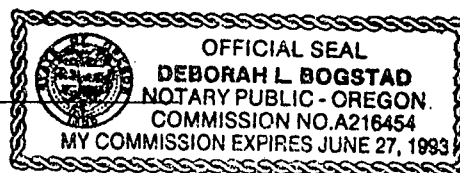
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

(For Clerk's Use)  
Meeting Date FEB 11 1993  
Agenda No. C-5

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deeds to contract 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 Deeds D930838 & D930839 to contract purchaser upon completion of contracts.

Orders & deeds attached.

*2/17/93 to tax title*

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: *Talk BH William*

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

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

OTHER: Facilities & Property Management *R. Phers*

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of	)	
Deed D930838 Upon Complete Performance of	)	ORDER
a Contract to	)	
ROBERT MC GOWN	)	93-33

It appearing that heretofore on April 24, 1990, Multnomah County entered into a contract with ROBERT MC GOWN 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:

ALBINA  
W 35' OF LOTS 14 & 15, BLOCK 23

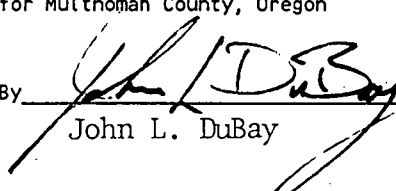
Dated at Portland, Oregon this 11th day of February 1993.



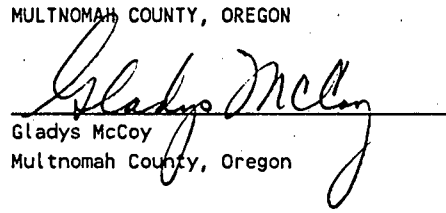
REVIEWED

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County, Oregon

DEED D930838

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

ALBINA  
W 35' OF LOTS 14 & 15, BLOCK 23

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,300.00.

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:

2535 SW PALATINE ST  
PORTLAND, OR 97219

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



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

By F. Wayne George



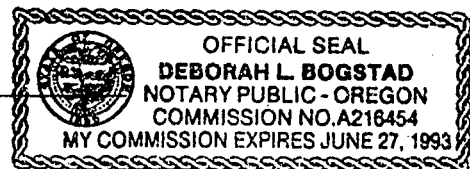
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

(For Clerk's Use)  
Meeting Date FEB 11 1993  
Agenda No. C-60

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deeds to contract 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 Deeds D930838 & D930839 to contract purchaser upon completion of contracts.

Orders & deeds attached.

*2/17/93 to tax title*

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: *Talk BH William*

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

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

OTHER: Facilities & Property Management *R. Phares*

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of	)	
Deed D930839 upon Complete Performance of	)	ORDER
a Contract to	)	
ROBERT MCGOWN	)	93-34

It appearing that heretofore on April 24, 1990, Multnomah County entered into a contract with ROBERT MCGOWN 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;

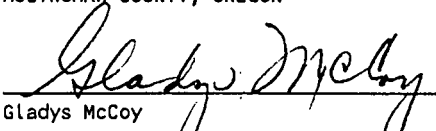
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

COLLEGE PLACE  
LOTS 32 & 33, BLOCK 7

Dated at Portland, Oregon this 11th day of February, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

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

COLLEGE PLACE  
LOTS 32 & 33, BLOCK 7

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,550.00.

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:

2535 SW PALATINE  
PORTLAND, OR 97219

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



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

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

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

By F. Wayne George

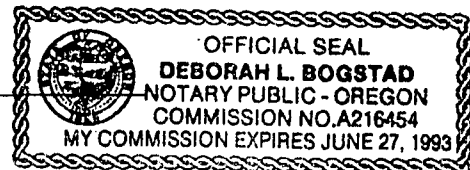
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

(For Clerk's Use)

Meeting Date FEB 11 1993  
Agenda No. C-7

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.

Deeds D930840, D930841, D930842, Board Orders and supporting documentation attached.

2/17/93 to tax title

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 Williams

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

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

OTHER: Facilities & Property Management [Signature]

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB - 2 PM 12:11

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930840 for Certain ) ORDER  
Tax Acquired Property to ) 93-35  
NOMA L. EVANS

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that NOMA L. EVANS is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$19,865.70 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

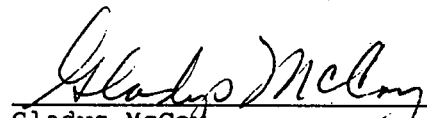
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

SECTION 18 1S 3E  
TAXLOT #21 3.00 ACRES (SEE ATTACHED EXHIBIT A)

Dated at Portland, Oregon this 11th day of February ,1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

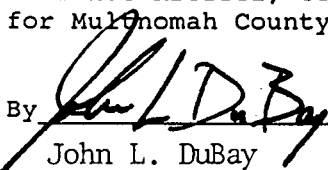
By   
John L. DuBay

EXHIBIT A

(99318-0210)

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

Beginning on the West line of the Ernest Giese Donation Land Claim 841.7 feet North of the Southwest corner of said claim; thence North  $89^{\circ} 45'$  East 1232.7 feet; thence North  $15'$  East 706.74 feet; thence South  $89^{\circ} 45'$  West 1232.7 feet to the West line of said claim; thence South  $15'$  West 706.74 feet to the point of beginning, together with easement for ingress and egress as created by instruments recorded October 17, 1924 in Deed Book 970 page 368 and recorded March 10, 1930 in Deed Book 61 page 342 over a 20 foot right of way extending from the Southwest corner of the subject property to the East line of the Jenne Donatin Land Claim and thence South along said East line to County Road No. 753, EXCEPT the East 15 acres thereof & the Northerly 282.7 feet.



DEED D930840

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

SECTION 18 1S 3E

TAXLOT #21 3.00 ACRES (SEE ATTACHED EXHIBIT A)

The true and actual consideration paid for this transfer, stated in terms of dollars is \$19,865.70.

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:

17249 SE MCKINLEY RD  
PORTLAND, OR 97236-4708

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



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

By

John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Gladys McCoy  
Multnomah County Chair

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management  
Division

By

EXHIBIT A

(99318-0210)

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

Beginning on the West line of the Ernest Giese Donation Land Claim 841.7 feet North of the Southwest corner of said claim; thence North  $89^{\circ} 45'$  East 1232.7 feet; thence North  $15'$  East 706.74 feet; thence South  $89^{\circ} 45'$  West 1232.7 feet to the West line of said claim; thence South  $15'$  West 706.74 feet to the point of beginning, together with easement for ingress and egress as created by instruments recorded October 17, 1924 in Deed Book 970 page 368 and recorded March 10, 1930 in Deed Book 61 page 342 over a 20 foot right of way extending from the Southwest corner of the subject property to the East line of the Jenne Donatin Land Claim and thence South along said East line to County Road No. 753, EXCEPT the East 15 acres thereof & the Northerly 282.7 feet.

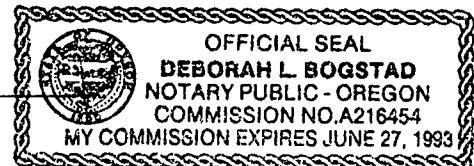
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

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

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deeds D930840, D930841, D930842, Board Orders and supporting documentation attached.

2/17/93 to tax title

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER

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

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

OTHER: Facilities & Property Management

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 PM 12:11  
MULTI-NOMINATING COUNTY  
OREGON

BH Willis

CP

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930841 for Certain ) ORDER  
Tax Acquired Property to ) 93-36  
NOMA EVANS

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that NOMA EVANS is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$6,659.02 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

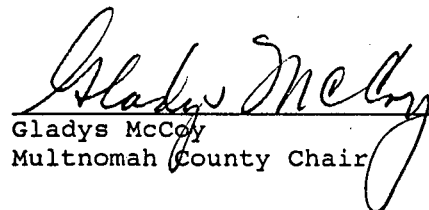
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

SECTION 18 1S 3E  
TAXLOT # 40 2.02 ACRES (SEE ATTACHED EXHIBIT A)

Dated at Portland, Oregon this 11th day of February, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

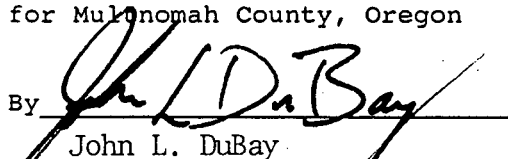
By   
John L. DuBay

EXHIBIT A

(99318-0400)

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

Commencing at the intersection of the North line of County Road No. 753 with the West line of the E. Giese Donation Land Claim in said Section 18, thence North  $0^{\circ}08'$  East along the West line of said Donation Land Claim 766 feet to an iron rod in the center of a 20 foot roadway easement granted to John J. Gallagher, et al, as recorded in Deed Book 970, page 368, on October 17, 1924, which point is the true point of beginning of the tract to be described, thence South  $89^{\circ}15'$  West along the center line of said roadway 164.00 feet to the Southeast corner of that certain tract conveyed to Errol F. Riley, et ux, by Deed recorded November 7, 1972 in Book 892, page 816, Deed records, thence North  $0^{\circ}08'$  East along the East line of said Riley tract a distance of 533.85 feet to a point in the South line of a tract recorded February 20, 1991 in Deed Book 155, page 52,; thence East along said South line 164.00 feet to an iron pipe on the west line of the E. Giese Donation Land Claim; thence South  $0^{\circ}08'$  West along said Donation Land Claim 531.78 feet to the point of beginning.

DEED D930841

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

SECTION 18 1S 3E

TAXLOT # 40 2.02 ACRES (SEE ATTACHED EXHIBIT A)

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,659.02.

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:

17249 SE MCKINLEY RD  
PORTLAND, OR 97236-4708

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



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

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

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

By F. Wayne George

EXHIBIT A

(99318-0400)

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

Commencing at the intersection of the North line of County Road No. 753 with the West line of the E. Giese Donation Land Claim in said Section 18, thence North  $0^{\circ}08'$  East along the West line of said Donation Land Claim 766 feet to an iron rod in the center of a 20 foot roadway easement granted to John J. Gallagher, et al, as recorded in Deed Book 970, page 368, on October 17, 1924, which point is the true point of beginning of the tract to be described, thence South  $89^{\circ}15'$  West along the center line of said roadway 164.00 feet to the Southeast corner of that certain tract conveyed to Errol F. Riley, et ux, by Deed recorded November 7, 1972 in Book 892, page 816, Deed records, thence North  $0^{\circ}08'$  East along the East line of said Riley tract a distance of 533.85 feet to a point in the South line of a tract recorded February 20, 1991 in Deed Book 155, page 52,; thence East along said South line 164.00 feet to an iron pipe on the west line of the E. Giese Donation Land Claim; thence South  $0^{\circ}08'$  West along said Donation Land Claim 531.78 feet to the point of beginning.



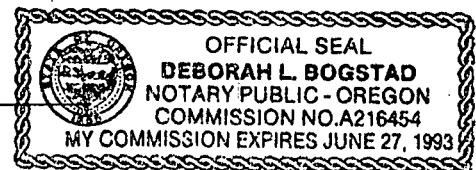
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

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

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

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deeds D930840, D930841, D930842, Board Orders and supporting documentation attached.

2/17/93 to tax title

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) RPD

OTHER: Facilities & Property Management

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 PM 12:11  
MULTI-NOMINATING COUNTY  
OREGON



# First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

## MULTNOMAH COUNTY OFFICES

HOLLYWOOD OFFICE  
4127 NE Sandy Blvd.  
Portland, OR 97212  
(503) 249-0656  
FAX (503) 249-0325

EAST SIDE OFFICE  
10595 S.E. Stark St.  
Portland, Oregon 97216-2796  
(503) 255-9103  
FAX (503) 255-4327

MAIN OFFICE  
200 S.W. Market, Suite 150  
Portland, Oregon 97201-5705  
(503) 790-7890  
FAX (503) 790-7891

GRESHAM OFFICE  
594 N.W. Eastman Parkway  
Gresham, Oregon 97030  
(503) 667-1333  
FAX (503) 665-8374

January 26; 1993

Multnomah County  
Attn; Larry Baxter  
via fax 248-5082

RE: ESCROW NUMBER: 93030027  
PROPERTY: Sec. 18, 1S, 3E, Tax Lot 40  
Portland OR

Dear Mr. Baxter:

Pursuant to our telephone conversation on Friday, please consider this letter as our demand for the Warranty Deeds on each tax lot to clear title for Noma Evans.

Escrow instructions for each tax lot are enclosed, please sign these approving the amount due to Multnomah County.

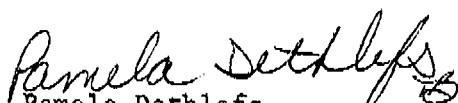
Please return the Original Warratny Deeds (3) as soon as possible. Please fax the executed escrow instructions to our office as soon as possible.

We will be in a posititon to remit funds to you by Friday January 29, 1993.

Do not hesitate to contact our office if you have any questions.

Sincerely,

First American Title Insurance  
Company of Oregon  
Gresham Branch

  
Pamela Dethlefs  
Escrow Officer

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930842 for Certain ) ORDER  
Tax Acquired Property to ) 93-37  
NOMA L. EVANS

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that NOMA L. EVANS is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$5,427.88 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;

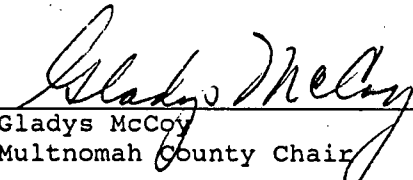
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

SECTION 18 1S 3E  
TAXLOT #60 2.00 ACRES (SEE ATTACHED EXHIBIT A)

Dated at Portland, Oregon this 11th day of February, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By

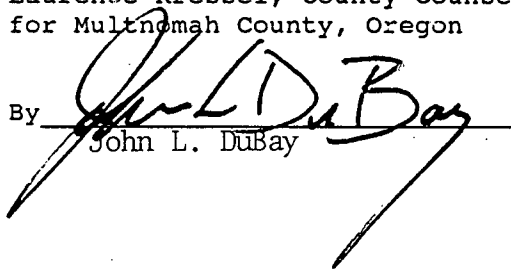
  
John L. DuBay

EXHIBIT A

(99318-0600)

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

The Northerly 282.7 feet of the following: (More particularly being 282.7 feet by 308.17 feet in dimension):

Beginning on the West line of the Ernest Giese Donation Land Claim 841.7 feet North of the Southwest corner of said claim; thence North  $89^{\circ}45'$  East 1232.7 feet; thence North 15' East 706.74 feet; thence South  $89^{\circ}45'$  West 1232.7 feet to the West line of said claim; thence South 15' West 706.74 feet to the point of beginning, together with easement for ingress and egress as created by instruments recorded October 17, 1924 in Deed Book 970 Page 368 and recorded March 10, 1930 in Deed Book 61 page 342, over a 20 foot right of way extending from the Southwest corner of the subject property to the East line of the Jenne Donation Land Claim and thence South along said East line to County Road No. 753, EXCEPT the East 15 acres thereof.

DEED D930842

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

SECTION 18 1S 3E

TAXLOT #60 2.00 ACRES (SEE ATTACHED EXHIBIT A)

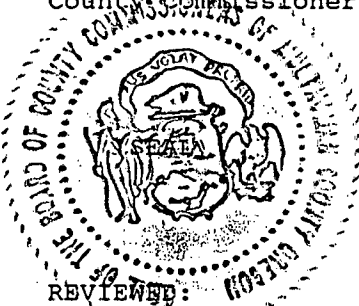
The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,427.88.

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

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

17249 SE MCKINLEY RD  
GRESHAM, OR 97030

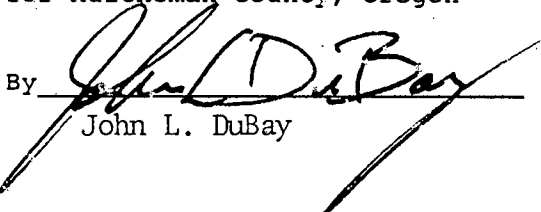
IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11th day of February, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



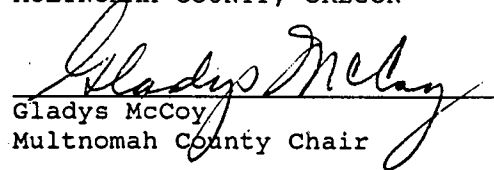
REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management  
Division

By

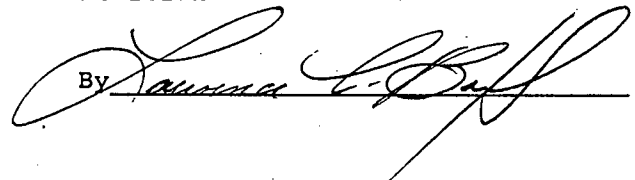


EXHIBIT A

(99318-0600)

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

The Northerly 282.7 feet of the following: (More particularly being 282.7 feet by 308.17 feet in dimension):

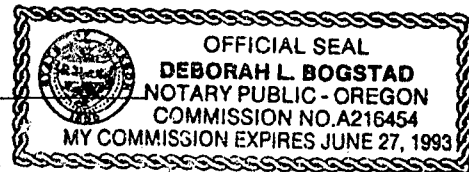
Beginning on the West line of the Ernest Giese Donation Land Claim 841.7 feet North of the Southwest corner of said claim; thence North  $89^{\circ}45'$  East 1232.7 feet; thence North  $15'$  East 706.74 feet; thence South  $89^{\circ}45'$  West 1232.7 feet to the West line of said claim; thence South  $15'$  West 706.74 feet to the point of beginning, together with easement for ingress and egress as created by instruments recorded October 17, 1924 in Deed Book 970 Page 368 and recorded March 10, 1930 in Deed Book 61 page 342, over a 20 foot right of way extending from the Southwest corner of the subject property to the East line of the Jenne Donation Land Claim and thence South along said East line to County Road No. 753, EXCEPT the East 15 acres thereof.

STATE OF OREGON                    )  
COUNTY OF MULTNOMAH            )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93



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

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

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to bidder.

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

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of Deed D930843 to bidder, Bianca Kent.

Orders & deed attached.

*2/17/93 to tax title*

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 Wellie

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

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

OTHER: Facilities & Property Management *RJD*

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB - 4 AM 11:59

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930843 for Certain Tax Acquired )  
Property to ) ORDER  
BIANCA KENT ) 93-38

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and the property is assessed at less than \$5,000 on the most recent assessment roll prepared for the county; and unsuited for the construction or placement of structures thereon under current zoning ordinances and building codes; and was advertised as provided by ORS 275.225.

It further appearing that BIANCA KENT has tendered \$200.00, which was the highest and best bid received.

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

VIEW HEIGHTS  
LOT 15, BLOCK 5

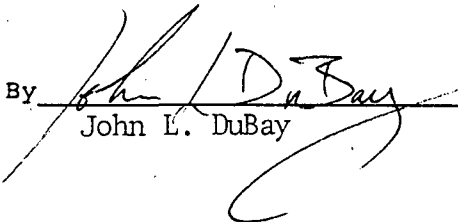
Dated at Portland, Oregon this 11th day of February, 1993.

Board of County Commissioners  
Multnomah County, Oregon

  
Gladys McCoy  
Multnomah County Chair



Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED D930843

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

VIEW HEIGHTS  
LOT 15, BLOCK 5

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

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

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

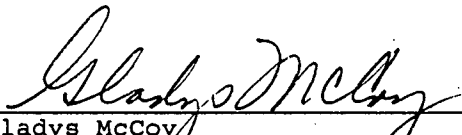
81 N DREXEL AVENUE  
COLUMBUS, OHIO 43209

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

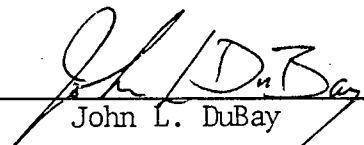


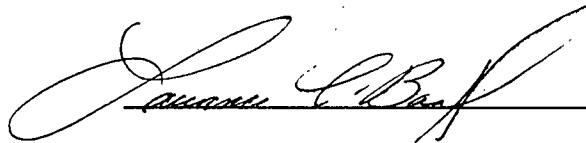
REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

  
John L. DuBay

  
F. Wayne George

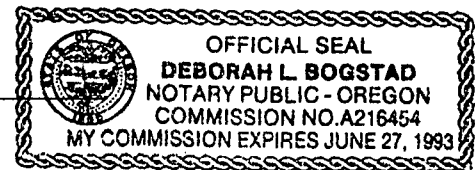
STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 11th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Board of Commissioners Chair 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 said County by authority of its Board of County Commissioners, and the said instrument to be the free act and deed of said 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.

Deborah L. Bogstad  
Notary Public for Oregon



My commission expires 6/27/93

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

2/11/93

**NAME**

JOHN S. ROBOTHAM

**ADDRESS**

117 NW TRINITY PL., #28

**STREET**

**CITY**

PORTLAND

97209

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R 1

**SUPPORT**

☒

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 2/11/93

**NAME** Les PRATT

**ADDRESS** 11845 S.E MORRISON  
**STREET**

PORT, OR 97216  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-1

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

#3

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 2-11-93

**NAME** David Cordero

**ADDRESS** 6813 S.E. Cora

**STREET** Portland

**CITY**  **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Library

**SUPPORT** X **OPPOSE**   
**SUBMIT TO BOARD CLERK**

#6

PLEASE PRINT LEGIBLY!

MEETING DATE Feb 11, 1993

NAME Louise Weidlich, Director

ADDRESS Neighborhoods Protective Ass'n  
STREET

Portland, Oregon 97219  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # \_\_\_\_\_

SUPPORT \_\_\_\_\_ OPPOSE ✓

SUBMIT TO BOARD CLERK



Meeting Date: FEB 11 1993

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: General Obligation Bond Public Hearing

AGENDA REVIEW/  
BOARD BRIEFING 02/09/93 REGULAR MEETING 02/11/93  
(date) (date)

DEPARTMENT Libraries DIVISION \_\_\_\_\_

CONTACT Carol Kelsey TELEPHONE 248-5217

PERSON(S) MAKING PRESENTATION TANYA COLLIER

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Hour

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 to be held for Multnomah County Board of Commissioners to take public testimony regarding \$31,000,000 General Obligation Bond for renovation of the Central Library and reconstruction/remodeling of the Midland Branch Library and to possibly acquire additional land for the Midland Branch Library.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

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

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 4 AM 11:20  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Calling a Public  
Hearing Concerning the Proposed Issuance  
of General Obligation Bonds to Finance  
Renovation of the Central Library and  
Reconstruction/Remodeling of the Midland  
Branch Library and to Possibly Acquire  
Additional Land

RESOLUTION  
93-22

WHEREAS, the Board of County Commissioners and the Library Board of Multnomah County, Oregon, are committed to maintaining a high quality library system dedicated to public access and services; 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, the City of Portland, Oregon is obligated to require closure of the Central Library if the structural defects are not corrected; and

WHEREAS, the 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 Midland Branch Library, one of the County's busiest library branches, is over-crowded to an extent that significantly reduces access to patrons; and

WHEREAS, citizens in the Midland Branch service area have anticipated a larger branch in the last two serial levy elections, and

WHEREAS, the Library Board is committed to providing a well sited, adequately sized facility to serve all of Mid-County; and

01/21/93:2

WHEREAS, the Board of County Commissioners is considering submitting the question of issuing general obligation bonds to a vote of the electors of the County on May 18, 1993, in an amount not to exceed \$31,000,000 to finance the renovation of the Central Library and the reconstruction/remodeling of the Midland Branch Library and the possible acquisition of additional land for the Midland Branch Library; and

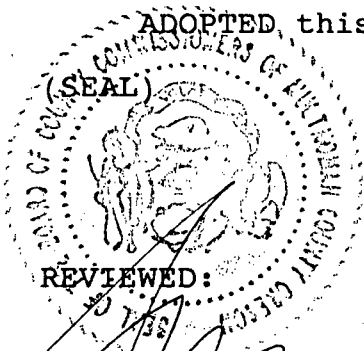
WHEREAS, Oregon Revised Statutes 287.055 requires the calling and holding of a public hearing concerning the proposal to issue the bonds; and

WHEREAS, the Statute requires that the public hearing shall be held after notice to the public is published once each week for two successive weeks.

NOW, THEREFORE, BE IT RESOLVED:

1. The hearing on the proposal to issue general obligation bonds shall be held on February 11, 1993, at 9:30 a.m in Room 602 of the Multnomah County Courthouse;
2. The attached Notice of Public Hearing shall be published by the Clerk of the Board as required by law.

ADOPTED this 21st day of January, 1993.



By Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

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

D:\WPDATA\NINE\500LK.RES\mw

01/21/93:2

NOTICE OF HEARING ON ISSUANCE  
OF GENERAL OBLIGATION BONDS  
OF MULTNOMAH COUNT

On February 11, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, Oregon, the Board of County Commissioners of Multnomah County will hold a public hearing on the issuance and sale of general obligation bonds of Multnomah County, not to exceed 31 million dollars. The bonds would mature over a period not to exceed 20 years.

The proceeds would be used to finance the renovation of the Central library and the reconstruction or remodeling of the Midland Branch Library, and to possibly acquire additional land for the Midland Branch Library, and for related library purposes.

Following the public hearing, the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds for the above-stated purposes to the voters at the May 18, 1993, election. All interested persons may attend the hearing and shall be given a reasonable opportunity to be heard.

  
\_\_\_\_\_  
Gladys McCoy, Chair  
Board of County Commissioners  
for Multnomah County



# MULTNOMAH COUNTY OREGON

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

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

## FAX COVER SHEET

TO: Eddie Wilde FROM: Carrie Parkerson  
The Gresham Outlook Office of the Board Clerk

PHONE: 665-2181 PHONE: 248-5222

FAX: 665-2187 FAX: 248-3308

Sending total of 2 pages including cover sheet.

DATE: January 26, 1993

Eddie -

Please publish notice on Wednesday February 3, 1993 and Wednesday February 10, 1993. Also, please send an Affidavit of Publication for each notice. Billing is to be sent to my attention at the above address. Thank you  
Carrie Parkerson



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

### FAX COVER SHEET

TO: Jim Currey  
Paul Kelly  
The Oregonian

PHONE: 221-8304  
221-8315

FAX: 294-4199

FROM: Carrie Parkerson  
Office of the Board Clerk

PHONE: 248-5222

FAX: 248-3308

Sending total of 2 pages including cover sheet.

DATE: January 26, 1993

Paul -  
Please publish notice on Wednesday, February 3, 1993  
and Wednesday, February 10, 1993 in the Metro Edition. Also,  
please send an Affidavit of Publication for each notice  
& Billing is to be sent to my attention at the  
above address.

Thank you,  
Carrie Parkerson



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
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TANYA COLLIER • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277 • 248-5222

## FAX COVER SHEET

TO:

*Jerrey Foster*  
*The Kanner*

FROM:

*Carrie Patterson*  
Office of the Board Clerk

PHONE:

*287-3562*

PHONE:

*248-5222*

FAX:

*284-5677*

FAX:

*248-3308*

Sending total of 2 pages including cover sheet.

DATE:

*January 26, 1993*

*Jerrey -*

Please Publish Notice on Wednesday, February 3, 1993 and Wednesday, February 10, 1993. Also, please send an Affidavit of Publication for each notice + Billing to my attention at the above address.

Thank you.  
*Carrie Patterson*



# 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
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TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

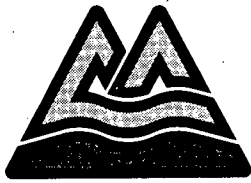
### **NOTICE OF HEARING ON ISSUANCE OF GENERAL OBLIGATION BONDS OF MULTNOMAH COUNTY**

On February 11, 1993, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, Oregon, the Board of County Commissioners of Multnomah County will hold a public hearing on the issuance and sale of general obligation bonds of Multnomah County, not to exceed 31 million dollars. The bonds would mature over a period not to exceed 20 years.

The proceeds would be used to finance the renovation of the Central Library and the reconstruction or remodeling of the Midland Branch Library, and to possibly acquire additional land for the Midland Branch Library, and for related library purposes.

Following the public hearing, the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds for the above stated purposes to the voters at the May 18, 1993, election. All interested persons may attend the hearing and shall be given a reasonable opportunity to be heard.





BOARD OF  
COUNTY COMMISSIONERS

1993 FEB -3 PM 3:32

MULTNOMAH COUNTY OREGON  
MULTNOMAH COUNTY  
OREGON

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES

IMMEDIATE RELEASE

PUBLIC HEARINGS TO BE HELD  
ON MULTNOMAH COUNTY'S \$31 MILLION BOND ISSUE FOR LIBRARIES

The public will have three opportunities to testify on the proposed \$31 million general obligation bond to fund library capital improvements at both Central and Midland libraries.

Testimony will be heard at the following times:

1. Tuesday, February 9, 1993 at 11:00 A.M. before the Tax Supervising and Conservation Commission.
2. Thursday, February 11, 1993 at 9:30 A.M. at the Board of County Commissioner's formal meeting.
3. Thursday, February 18, 1993 at 9:30 A.M.

All three public hearings will be held in Room 602 of the Multnomah County Courthouse at 1021 S.W. 4th. Avenue, Portland.

Final decision to place the revenue issue on the ballot for a May 18, 1993 election is expected to be made by the Multnomah County Board of Commissioners after all public input is heard on February 18, 1993.

# # #

GLADYS MCCOY  
MULTNOMAH COUNTY CHAIR  
1120 S.W. 5th. AVE. RM. 1410  
PORTLAND, OREGON 97204



MULTNOMAH COUNTY OREGON

BOARD OF  
COUNTY COMMISSIONERS

1993 FEB -8 AM 11:19

MULTNOMAH COUNTY  
OREGON

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES IMMEDIATE RELEASE

**PUBLIC ENCOURAGED TO TESTIFY**  
**ON MULTNOMAH COUNTY'S \$31 MILLION BOND ISSUE FOR LIBRARIES**

On Thursday, February 11, 1993 at 9:30 A.M. in Room 602  
of the County Courthouse at 1021 S.W. 4th. Avenue, the Multnomah  
County Board of Commissioners will hear public testimony on the  
proposed \$31 million general obligation bond to renovate both  
Central and Midland libraries.

The revenue option requires voter approval and allows the  
County to levy additional property taxes outside the \$10 cap  
imposed by Measure 5. It is expected that the Board of County  
Commissioners will place the general obligation bond on the ballot  
to be approved by voters in a "vote-by-mail" election on May 18,  
1993.

The estimated cost to taxpayers for the \$31 million bond  
over a 20 year period is 10.2 cents per \$1,000 of assessed value or  
\$10.20 of property tax per year on a home assessed at \$100,000.

-MORE-

In May of 1990, Central Library was found to be structurally dangerous because of accumulated damage from small earthquakes and the lack of supports in the building's second floor interior walls. The City of Portland is obligated to close the Central Library if structural defects are not repaired. Multnomah County has examined several options and finds a \$24.7 million dollar renovation over a five year period to be the most cost effective. Additional needed repairs include, electrical improvements; disabled accessibility enhancements; asbestos removal; upgrades to the fire and security systems; and additional space made available to improve the public's access to open book shelves.

The Midland Library, one of the County's busiest branches, is over-crowded and inadequate. Circulation at Midland continues to be among the highest of the 14 branch libraries. Residents of mid-county have anticipated an expansion of the facility to provide greater accessibility to needed library books and reference materials. Replacement costs, which include the at least 20,000 square feet of space and the probability of relocation, is estimated at \$5.3 million. The Library Board has recommended siting Midland at a new location, adequate for the construction of a one-story building modeled after the Gresham Regional Library. The existing Midland branch would continue to operate until the new building was completed sometime in 1996.

All interested persons attending the hearing shall be given a reasonable opportunity to express an opinion on the proposed bond issue.

# # #

GLADYS MCCOY  
MULTNOMAH COUNTY CHAIR  
1120 S.W. 5th. AVE. RM. 1410  
PORTLAND, OREGON 97204

Meeting Date: FEB 11 1993

Agenda No.: R-2

BOARD OF  
COUNTY COMMISSIONERS

..... 1993 FEB -4 PM 4:32 (Above Space for Clerk's Office Use) .....

MULTNOMAH COUNTY  
OREGON

AGENDA PLACEMENT FORM

SUBJECT: MCSO Request for Exemption from Hiring Freeze

BCC Informal February 9 BCC Formal February 11  
(date) (date)

DEPARTMENT Sheriff DIVISION various

CONTACT Janet Jaron TELEPHONE 251-2438/251-2435

PERSON(S) MAKING PRESENTATION Steve Tillinghast

ACTION REQUESTED

       INFORMATIONAL ONLY        POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Position exceptions (overtime) requested for Deputy Sheriffs, Corrections Officers, Sheriff Operations Technician/Trainee, Warehouse Worker, Correction Branch Facility Security Officers

Critical service level exceptions requested for one corrections counselor and three civil deputies.

2/18/93 ANNOTATED TO JANET JARON

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharon Kelley

Or

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

(All accompanying documents must have required signatures)

1/90



# **Multnomah County Sheriff's Office**

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

**BOB SKIPPER  
SHERIFF**

**(503) 255-3600**

TO: HANK MIGGINS  
FROM: BOB SKIPPER *Bob*  
DATE: FEBRUARY 4, 1993  
SUBJECT: HIRING FREEZE EXEMPTIONS

The Sheriff's Office wants to establish a blanket exception to the freeze for some classifications, such as Corrections Officer. We also have one or more individual exception requests at this time.

The classifications and positions involved serve 24-hour, 7 day functions in our Office, or provide coverage over an extended day, such as 7 A.M. to 10:00 P.M. Additionally, significant overtime costs are associated with vacancies in the jobs listed for blanket exemption.

Members of my staff will be available to explain these needs and provide further detail.

SHERIFF'S OFFICE - HIRING FREEZE EXCEPTIONS

JOB CLASS	DESCRIPTION OF WORK	# VACANT	REQUEST TO FILL	HIRE DATE ESTIMATE	VACANCY HISTORY	COMMENTS
-----------	---------------------	----------	-----------------	--------------------	-----------------	----------

**1/29 HIRE OF 1(ONE) WAREHOUSE WORKER, CORRECTIONS BRANCH:**

Warehouse Worker, Corrections Branch	24 hour, 7 day week Property, commissary and laundry services to inmates	*	*	1/29/93	Vacant 8/1/92 Hire offer 1/14/93	Fiscal YTD Overtime w/o Levy: \$11,006
--------------------------------------	--	---	---	---------	-------------------------------------	--

**BLANKET EXCEPTIONS:**

Corrections Officer	24 hour, 7 day week Supervision of adult inmates	8	8 plus all new vacancies through 6/30	3/15/93 (3) 4/15/93 (3) 5/15/93 (2)	6/92-9/92 (3), 12/92 (1), 1/93 (4)	
Deputy Sheriff	24 hour, 7 day week Patrol	2	2 plus all new vacancies through 6/30	4/1/93	1/29/93 Retirements (2)	
Sheriff's Operations Technician	24 hour, 7 day week Corrections Records, Law Enforcement Records	3	3 plus all new vacancies through 6/30	4/1/93	6/11/92 (1), 9/24/92 (1), 10/12/92 (1) Interviews 12/28/92 through 2/8/93	Fiscal YTD Overtime w/o Levy: \$28,600 plus temporaries
Facility Security Officer	24 hour, 7 day week Courthouse and MCDC security	0	All new vacancies through 6/30			Fiscal YTD Overtime: \$20,074 plus temporaries
Warehouse Worker, Corrections Branch	24 hour, 7 day week Property, commissary and laundry services for inmates	0	All new vacancies through 6/30			Overtime costs shown above

2/9/93



SHERIFF'S OFFICE - HIRING FREEZE EXCEPTIONS

JOB CLASS	DESCRIPTION OF WORK	# VACANT	REQUEST TO FILL	HIRE DATE ESTIMATE	VACANCY HISTORY	COMMENTS
--------------	------------------------	-------------	--------------------	-----------------------	--------------------	----------

**CRITICAL SERVICE LEVEL EXCEPTIONS:**

Civil Deputy	Serving warrants and restraining orders, alleged mentally ill supervision & transport	1**	3**	3/1/93	<p>** 2 jobs have not been vacant -- this involves 2 laid-off Corrections Officers placed in Civil Deputy positions &amp; subsequent Merit Council and Board review of the action. The Board ordered a testing process and designated the two existing employees as temporary with benefits pending a test. The test has been completed, and we are ready to fill the 2 positions on a permanent basis</p> <p>11/4/92 medical retirement (1)</p>	<p>ORS mandates that Sheriff serve orders &amp; warrants</p> <p>The Civil Unit has decreased staffing by 23.5% and increased workload by 17% over the last five years</p>
Corrections Counselor	7 day week MCIJ assignments: Screen inmates for work crews and work release, counsel and teach classes for inmates, classification	2	1	3/1/93	5/1/92 (1) 2/15/93 (1 - promotion)	Jobs impact the safety and security of the institution

Meeting Date: FEB 11 1993

Agenda No.: R-3

BOARD OF  
COUNTY COMMISSIONERS

..... 1993 FEB -4 PM 4:32 (Above Space for Clerk's Office Use) .....

MULTNOMAH COUNTY  
OREGON

AGENDA PLACEMENT FORM

SUBJECT: MCSO Request for Exemption from Hiring Freeze

BCC Informal February 9 BCC Formal February 11  
(date) (date)

DEPARTMENT Sheriff DIVISION various

CONTACT Janet Jaron TELEPHONE 251-2438/251-2435

PERSON(S) MAKING PRESENTATION Steve Tillinghast

ACTION REQUESTED

       INFORMATIONAL ONLY        POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Position exceptions (overtime) requested for Deputy Sheriffs, Corrections Officers, Sheriff Operations Technician/Trainee, Warehouse Worker, Correction Branch Facility Security Officers

Critical service level exceptions requested for one corrections counselor and three civil deputies.

(If space is inadequate, please use other side) 2/18/93 ANNOTATED MINUTES  
TO JANET JARON

SIGNATURES

ELECTED OFFICIAL Shannon Kelley

Or

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

(All accompanying documents must have required signatures)

1/90



# **Multnomah County Sheriff's Office**

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

**BOB SKIPPER  
SHERIFF**

**(503) 255-3600**

TO: HANK MIGGINS  
FROM: BOB SKIPPER *Bob*  
DATE: FEBRUARY 4, 1993  
SUBJECT: HIRING FREEZE EXEMPTIONS

The Sheriff's Office wants to establish a blanket exception to the freeze for some classifications, such as Corrections Officer. We also have one or more individual exception requests at this time.

The classifications and positions involved serve 24-hour, 7 day functions in our Office, or provide coverage over an extended day, such as 7 A.M. to 10:00 P.M. Additionally, significant overtime costs are associated with vacancies in the jobs listed for blanket exemption.

Members of my staff will be available to explain these needs and provide further detail.

## SHERIFF'S OFFICE - HIRING FREEZE EXCEPTIONS

JOB CLASS	DESCRIPTION OF WORK	# VACANT	REQUEST TO FILL	HIRE DATE ESTIMATE	VACANCY HISTORY	COMMENTS
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**1/29 HIRE OF 1(ONE) WAREHOUSE WORKER, CORRECTIONS BRANCH:**

Warehouse Worker, Corrections Branch	24 hour, 7 day week Property, commissary and laundry services to inmates	*	*	1/29/93	Vacant 8/1/92 Hire offer 1/14/93	Fiscal YTD Overtime w/o Levy: \$11,006
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**BLANKET EXCEPTIONS:**

Corrections Officer	24 hour, 7 day week Supervision of adult inmates	8	8 plus all new vacancies through 6/30	3/15/93 (3) 4/15/93 (3) 5/15/93 (2)	6/92-9/92 (3), 12/92 (1), 1/93 (4)	
Deputy Sheriff	24 hour, 7 day week Patrol	2	2 plus all new vacancies through 6/30	4/1/93	1/29/93 Retirements (2)	
Sheriff's Operations Technician	24 hour, 7 day week Corrections Records, Law Enforcement Records	3	3 plus all new vacancies through 6/30	4/1/93	6/11/92 (1), 9/24/92 (1), 10/12/92 (1) Interviews 12/28/92 through 2/8/93	Fiscal YTD Overtime w/o Levy: \$28,600 plus temporaries
Facility Security Officer	24 hour, 7 day week Courthouse and MCDC security	0	All new vacancies through 6/30			Fiscal YTD Overtime: \$20,074 plus temporaries
Warehouse Worker, Corrections Branch	24 hour, 7 day week Property, commissary and laundry services for inmates	0	All new vacancies through 6/30			Overtime costs shown above

SHERIFF'S OFFICE - HIRING FREEZE EXCEPTIONS

JOB CLASS	DESCRIPTION OF WORK	# VACANT	REQUEST TO FILL	HIRE DATE ESTIMATE	VACANCY HISTORY	COMMENTS
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CRITICAL SERVICE LEVEL EXCEPTIONS:

Civil Deputy	Serving warrants and restraining orders, alleged mentally ill supervision & transport	1**	3**	3/1/93	<p>** 2 jobs have not been vacant -- this involves 2 laid-off Corrections Officers placed in Civil Deputy positions &amp; subsequent Merit Council and Board review of the action. The Board ordered a testing process and designated the two existing employees as temporary with benefits pending a test. The test has been completed, and we are ready to fill the 2 positions on a permanent basis</p> <p>11/4/92 medical retirement (1)</p>	<p>ORS mandates that Sheriff serve orders &amp; warrants</p> <p>The Civil Unit has decreased staffing by 23.5% and increased workload by 17% over the last five years</p>
Corrections Counselor	7 day week MCIJ assignments: Screen inmates for work crews and work release, counsel and teach classes for inmates, classification	2	1	3/1/93	5/1/92 (1) 2/15/93 (1 - promotion)	<p>With a part time temporary, backlog of unserved process increased from 108 11/92 to 172 in 1/93</p> <p>Jobs impact the safety and security of the institution</p>

Meeting Date: FEB 11 1993

Agenda No.: R-4

(Above space for Clerk's Use)

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AGENDA PLACEMENT FORM

SUBJECT: Resolution - Consolidating Cable Regulation

REGULAR MEETING: Date Requested 2/11/93

Time Needed 10 minutes

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

Time Confirmed \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Cable

CONTACT Julie Omelchuk TELEPHONE X3576

PERSON(S) MAKING PRESENTATION Julie Omelchuk, Betsy Williams

ACTION REQUESTED

Informational Policy Direction X Approval Other

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

*2/17/93 certified true copy to Julie Omelchuk/Betsy Williams*

Resolution in the Matter of approving accompanying Intergovernmental Agreement as the new agreement governing the Multnomah County Cable Regulatory Commission, adding the City of Portland as an additional member of the Commission, and renaming the Multnomah County Cable Regulatory Commission

SIGNATURES

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

OR

DEPARTMENT MANAGER: Betsy Williams

All original accompanying documents must have required signatures. Questions: call Office of the Board Clerk 248-3277/248-5222.

9465G/3

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 2 PM 12:09  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Consolidating Cable  
Regulation

RESOLUTION

93-39

WHEREAS, Multnomah County established the Multnomah County Cable Regulatory Commission (MCRC) in 1983, pursuant to MCC 6.70.050, and

WHEREAS, in accordance with that provision and Oregon law, the cities of Gresham, Troutdale, Wood Village, and Fairview, joined with Multnomah County as the MCRC, and

WHEREAS, 10.C and 10.D of the Intergovernmental Agreement which created Multnomah Cable Regulatory Commission authorizes that agreement to be amended by unanimous approval of the parties, and

WHEREAS, the same sections allow additional jurisdictions to be included in the Commission, and

WHEREAS, the Multnomah County Board of County Commissioners has accepted the final report of the Joint Cable Regulation Consolidation Task Force by way of resolution 92-208, and

WHEREAS, the report recommends combining the cable regulatory functions of the current MCRC jurisdictions and the City of Portland, and

WHEREAS, representatives of all the jurisdictions have negotiated and agreed upon language for a new intergovernmental agreement,

THEREFORE BE IT RESOLVED that Multnomah County approves the attached Intergovernmental Agreement as the new agreement governing the Multnomah County Cable Regulatory Commission, and

BE IT FURTHER RESOLVED, that Multnomah County approves the addition of the City of Portland as an additional member of the Commission, and

01/28/93:1

BE IT FURTHER RESOLVED, that pursuant to the Intergovernmental Agreement, the Multnomah County Cable Regulatory Commission is renamed the Consolidated Cable Communications Commission and shall operate under the terms of the Intergovernmental Agreement approved on this date.

ADOPTED this 11th day of February, 1993.



By

Gladys McCoy  
Gladys McCoy  
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

H. H. Lazenby, Jr.  
H. H. Lazenby, Jr.  
Assistant County Counsel



Agenda No. K-5

.....

**PERSON(S) MAKING PRESENTATION** Julie Omelchuck, Betsy Williams

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 ~~JAN 8~~ 12 PM 12:09  
MULTNOMAH COUNTY  
OREGON



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301583  
Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-5</u> DATE <u>2/11/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Contact Person Julie Omelchuck, Betsy Williams Phone 5012 Date 1/29/93

Department Environmental Services Division Cable Office Bldg/Room 412/2

Description of Contract IGA with Portland, Gresham, Troutdale, Fairview and Wood Village to create the Consolidated Cable Communications Commission.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Effective Date \_\_\_\_\_

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

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

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

Total Amount of Agreement \$ IGA

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager BH William

Purchasing Director  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 1/29/93

Date \_\_\_\_\_

Date 2.1.93

Date 2/11/93

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT

REGARDING

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

THIS AGREEMENT is between each of the cities of Fairview, Wood Village, Troutdale, Gresham, and Portland, all municipal corporations duly incorporated under the laws of the State of Oregon, and Multnomah County, a home rule county formed under the laws of the State of Oregon, hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes. The Jurisdictions have each separately entered into various franchise agreements providing for the construction and operation of cable communications systems within their boundaries. The City of Portland created the Portland Cable Regulatory Commission, and Multnomah County, Gresham, Troutdale, Fairview, and Wood Village created the Multnomah Cable Regulatory Commission, each with the general purpose to regulate and administer cable franchise agreements for the Jurisdictions. The Jurisdictions wish to form a unified cable regulatory commission. The formation of a unified regulatory commission serves the public interest in that the boundaries of the Jurisdictions do not necessarily coincide with the service areas of the Grantees, or with the needs of the citizens within each Jurisdiction or franchise, regarding cable communications. In addition, a unified commission can provide enhanced public benefits in franchising and regulation, and economics of scale in its operation.

To further this public interest and these purposes, the Jurisdictions desire to create a unified cable regulatory commission to jointly regulate and administer franchise agreements within their boundaries. The commission will further serve as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state, or national cable communications policy matters.

Section 2. Definitions.

01/28/93:1

INTERGOVERNMENTAL AGREEMENT

REGARDING

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

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To further this public interest and these purposes, the Jurisdictions desire to create a unified cable regulatory commission to jointly regulate and administer franchise agreements within their boundaries. The commission will further serve as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state, or national cable communications policy matters.

Section 2. Definitions.

01/28/93:1

A. "Cable Communications System" or "System" - any system of antennas, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital, or other forms of electronic or electrical signals.

B. "Grantee" - any person who is authorized by a franchise agreement or seeks authority to construct, operate, and maintain a cable communications system operated within the territories of the Jurisdictions.

C. "Person" - any corporation, partnership, proprietorship, association, individual, or organization authorized to do business in the State of Oregon, or any natural person.

D. "Jurisdiction" - any municipality of county which enters into this Agreement.

Section 3. Commission Creation and Powers. A unified regulatory commission, the "Consolidated Cable Communications Commission" (Commission) is created to carry out the purposes set forth in this Agreement and to administer the cable communications franchises granted by the Jurisdictions. The Commission is vested with all the powers, rights, and duties necessary to carry out these purposes that are vested by law in each Jurisdiction, its officers and agencies, subject only to the limitations contained in this Agreement and in the cable communications franchise agreements. "Law" includes the federal laws and Constitution, the Oregon constitution and laws as well as the charters, ordinances, and other regulations of each Jurisdiction.

A. Regulatory Authority. The Commission has the authority to act on behalf of the Jurisdictions jointly and separately, and in its own right, to oversee and regulate any cable communications system operated pursuant to the cable communications franchise agreements entered into by the Jurisdictions. The Commission has full authority to take any action necessary to enforce or administer franchise agreements for operation of cable communications systems, except where the power to take a specific action is either limited or reserved to the Jurisdictions by the provisions of Section 4 of this Agreement.

B. Contracting Authority. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of this Agreement. All contracts made shall conform to the requirements of Oregon law.

Section 4. Powers Retained by Jurisdictions.

A. Discretionary Review. Commission action to find a Grantee in violation of its franchise agreement, or to impose any penalty or financial remedy, or to regulate, establish or approve any Grantee rate or charge, shall become effective 30 days after the Commission's final decision. Any such Commission final decision shall not be effective unless a copy of the final decision is filed with the Recorder of each affected Jurisdiction within 10 days of such action. Such final decisions are subject to review by the governing body of each affected Jurisdiction. Within a 30 day period, any affected Jurisdiction may notify the Commission of its intent to exercise review authority. The Commission shall notify all affected Jurisdictions within 10 days of receiving the review notice. If a majority of the affected Jurisdictions acts within 60 days to overturn the Commission's final decision, such decision shall not become effective, and the matter shall be returned to the Commission for further proceedings as directed by the affected Jurisdictions.

1. Affected Jurisdiction means any Jurisdiction which is a party to the Franchise Agreement with the Grantee to which the Commission's final decision applies.

2. Recorder means a Jurisdiction's Clerk, Recorder, or Auditor.

B. Full Authority. As set forth herein, the Jurisdictions reserve the authority to act on their own behalf. Each Jurisdiction agrees to make a good faith effort to weigh the impact of such actions on the overall operation of a cable system and the continuity of the Commission. Each Jurisdiction agrees to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

Authority retained by the Jurisdictions includes:

1. Any decision to grant, revoke, terminate, extend, amend, renew, or refuse to renew a franchise agreement.

2. Any decision concerning a change of ownership or control of a cable communications system or a Grantee.

3. Any decision to purchase or condemn a Grantee's interest, in part or in whole, whether or not pursuant to a termination, revocation, or expiration of the franchise agreement.

4. Any decision regarding cable regulation which requires adoption of any ordinance by the Jurisdictions.

5. Any decision which requires the amendment of this Agreement.

6. Any authority which is reserved to or retained by the Jurisdictions by franchise agreement and which may not otherwise be delegated to the Commission.

Section 5. Commission Members.

A. The Composition. The Commission shall be composed of Commissioners appointed by the Jurisdictions. Each Jurisdiction, except Portland, shall select and appoint one representative to serve as its Commissioner. Portland shall select and appoint three representatives to serve as its Commissioners.

B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No commission action shall be in effect except on a majority vote by those Commissioners present.

C. Term of Office and Succession. Commissioners shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve under procedures authorized by the governing body of the Jurisdiction appointing them. However, a Jurisdiction's appointee shall not have any ownership interest in a Grantee. A vacancy on the Commission shall be filled by the governing body of the Jurisdiction whose position on the Commission is vacant.

Section 6. Meetings, Rules of Procedure and Officers.

A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.

B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:

1. Times and places of regular meetings;
2. The method and manner of calling special meetings;
3. The method, term, and manner of election of officers.
4. The responsibilities and duties of officers; and
5. The procedures for execution of writings and legal documents.

C. Officers. At the first organizational meeting, the Commission shall elect from among its members an interim chairperson and an interim vice-chairperson. The chairperson, and in his or her absence the vice-chairperson, shall preside at all meetings, call special meetings, and determine the order of business, until such time as rules requiring otherwise are adopted.

Section 7. Administration and Staffing Services.

The Commission shall contract with the City of Portland (the City) for administrative services as described in the attached Administrative Services Agreement (Exhibit 1). The Commission is authorized to amend, extend, or terminate the Administrative Services Agreement.

Section 8. Transfer of Staff and Assets.

A. Transferred Employees.

1. Upon termination of the administrative services agreement between the Commission and Multnomah County (the County), the County shall transfer Julie S. Omelchuck to the City's Office of Cable Communications and Franchise Management (Cable Office), providing that the County is no longer performing any cable regulatory services. Pursuant to ORS 236.630, Julie S. Omelchuck shall be placed in a position found by the City to be comparable to the position she enjoyed under the County's employment. The City shall consider Julie S. Omelchuck's education and physical qualifications, experience, and the salary, duties, and



responsibilities of her prior employment. The County shall furnish all of Julie S. Omelchuck's employment records to the City at the time of transfer. No affected employee shall be deprived of their employment by the County solely because of the transfer of administrative cable regulatory services to the City. The County shall find positions of employment within the County for all other affected employees.

2. The County shall pay each transferred employee all holiday and compensatory time, and any vacation leave time in excess of eighty hours, accumulated by such employee up to the date of transfer. In addition, funds shall be transferred to the City from within the existing County cable office budget to cover accumulated sick leave, up to the date of transfer, for each transferred employee. The final amount of the payment for accumulated sick leave shall be determined by mutual agreement between the City and the Commission. The County shall reimburse the City for insurance premium costs, if any, resulting from health insurance coverage of preexisting conditions for any transferred employees. If at any time in the future Julie S. Omelchuck transfers back to the County by operation of the terms of Section 8A, the obligations for holiday, compensatory time, and vacation leave time under this subsection shall apply equally to the City.

3. Any employees transferred by the County to the Cable Office shall be returned to the County if the transferred employee remains in a comparable employment position within the Cable Office and any one of the following events occurs: 1. The administrative services agreement between the City and the Commission is terminated; 2. The City withdraws from this Agreement; 3. The County withdraws from this Agreement; or 4. The Commission is dissolved under the terms of this Agreement.

4. This consolidation has presented unique circumstances resulting in the employee transfer provisions set forth in this Section. Due to these unique circumstances, the agreements contained in this Section shall not serve as a precedent for any future employee transfer discussions between the City and the County.

B. Equipment assets, as listed in Exhibit 2, and the general office supplies of the Multnomah Cable Regulatory Commission shall physically transfer to the City and shall become assets of the Commission.

C. The Jurisdictions shall share in the start up costs of the Commission proportionate to the FY 1993-94 budget contribution percentage of the respective Jurisdictions.

Section 9. Receiving and Distributing Funds.

A. The Commission shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. The Jurisdictions may inspect all Commission books and records.

B. The annual budget adopted by the Commission shall be transmitted to the Jurisdictions by February 1. Each Jurisdiction shall review the Commission adopted budget prior to April 1 of each year. Upon approval by all Jurisdictions, the Commission-adopted budget shall become effective. If one or more Jurisdictions does not approve, the budget shall be returned to the Commission for modification and resubmitted to the Jurisdictions for approval. If all Jurisdictions do not approve a Commission budget by July 1, the previous fiscal year budget, less 10 percent, shall continue in effect until all Jurisdictions approve a Commission budget.

The Commission shall have the authority, subject to its approved annual budget, to expend funds for any lawful purpose up to the total amount of the approved budget. The Commission must seek approval by the Jurisdictions of budget amendments over the total amount of the approved budget. All Jurisdictions must approve such budget amendments for them to become effective. No Jurisdiction may amend, reduce, or increase the approved Commission budget.

C. The cost allocation of each Jurisdiction in support of the Commission's approved budget shall be determined by the methodology as contained in Exhibit 3 to this Agreement. The Commission may adjust or modify the methodology during the annual budget process. The annual approved budget shall establish the specific cost allocation of each Jurisdiction and a schedule for all payments.

D. 1. The Commission is authorized to receive and collect franchise fees for all the Jurisdictions except Portland. The Commission shall distribute such fees according to the terms of the franchise agreements and the Commission budgets approved by the Jurisdictions. Fees collected in excess of budgeted amounts shall

be returned to the Jurisdictions from which such fees are attributable.

2. The Commission shall not collect the City of Portland cable franchise fees. The City of Portland agrees to transfer quarterly its share of the cost allocation in accordance with the approved Commission budget.

3. All other funds arising out of cable franchise agreements shall be collected by the Commission. The Commission shall allocate such funds in accordance with the franchise agreements and the Commission budgets approved by the Jurisdictions.

Section 10. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

The first meeting of the Commission shall be held within 30 days of the effective date of this Agreement. The time and place for the first meeting of the Commission shall be determined by a majority of the Commissioners.

Section 11. Duration and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to subsection 11B. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.

B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for its financial contribution to the Commission for the ensuing year, a Jurisdiction may only withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. However, the withdrawing Jurisdiction shall not take action on the Commission's annual budget. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 12. Assets. If a Jurisdiction withdraws before dissolution of the Commission, the Jurisdiction shall have no claim against the assets of the Commission. In the event of dissolution, all remaining assets of the Commission, after payment of obligations, shall be distributed among the ten existing Jurisdictions in proportion to the most recent budget cost allocation percentage of the respective Jurisdictions. Jurisdictions may agree to buy out each others portion of assets.

Section 13. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

Section 14. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

B. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.

C. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement, subject to the full authority provision of subsection 4B. A fee or cost for such entrance may be imposed.

D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.

E. 1. General Indemnification. Each Jurisdiction shall be responsible for the negligent acts or omissions of the Jurisdiction, or its officers, agents, or employees, in carrying out the terms of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Oregon Constitution, Article XI, Section 9.

2. By entering into this Agreement, the Jurisdictions are creating a public body under ORS Chapter 190 which is

separately responsible for providing coverage for its officers, agents, and employees, subject to the limitation and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

City of Fairview

\_\_\_\_\_  
Nancey DiDonato  
City Recorder


\_\_\_\_\_  
Fred Carlson  
Mayor

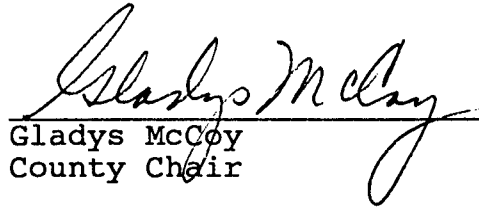
City of Gresham

\_\_\_\_\_  
Bonnie R. Kraft  
City Manager

\_\_\_\_\_  
Gussie McRobert  
Mayor

Multnomah County

  
\_\_\_\_\_  
Laurence Kressel  
County Counsel

  
\_\_\_\_\_  
Gladys McCoy  
County Chair

City of Portland

\_\_\_\_\_  
Barbara Clark  
City Auditor

\_\_\_\_\_  
Vera Katz  
Mayor

01/28/93:1

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 2/11/93  
DEB BOGSTAD  
BOARD CLERK

City of Troutdale

---

Valerie Raglione  
City Recorder

---

Gene Bui  
Mayor

City of Wood Village

---

Sheila Ritz  
City Administrator/Recorder

---

Derald Ulmer  
Mayor

EXHIBIT 1

12/23/92

AGREEMENT BETWEEN  
THE CONSOLIDATED CABLE COMMUNICATIONS COMMISSION  
AND THE CITY OF PORTLAND  
FOR ADMINISTRATIVE SUPPORT SERVICES

WHEREAS, the City of Portland is a home rule city, incorporated under the laws of the State of Oregon, and

WHEREAS, the Consolidated Cable Communications Commission has been created by an Intergovernmental Agreement between the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County, pursuant to ORS Chapter 190, the general laws and constitution of the State of Oregon and the laws and charters of the participating jurisdictions, and

WHEREAS, the Consolidated Cable Communications Commission has a need for administrative and support services, and

WHEREAS, the City of Portland has the ability to furnish such services and is willing to do so,

NOW THEREFORE, the City of Portland (City) and the Consolidated Cable Communications Commission (Commission) agree as follows:

Section 1. General Purpose. The general purpose of this Agreement is for the City to provide administrative support services to the Commission. It is the intention of the City and the Commission that the Commission shall retain full independent authority to act on all matters related to the purposes for which the Commission was created and to retain all powers granted to it under the Intergovernmental Agreement, as it was written and as it may be amended from time to time. By this Agreement, the City and the Commission do not intend to confer any liability upon the City for any action of the

Commission, independent of any liability that may now exist, or may arise in the future, because of the City's participation in the Intergovernmental Agreement which created the Commission.

Section 2. General Administrative Services.

A. The City agrees to provide the Commission with administrative and staffing support services in the areas of purchasing, fiscal administration, routine cable regulatory legal services, personnel and general support services, as set forth in this Agreement. The Commission shall follow City procedural requirements for purchasing, fiscal administration, personnel and general support services. The Commission shall retain full authority to act on all matters related to the powers granted to it by this Agreement.

B. The City shall defend, hold harmless and indemnify the Commission, its members or its agents from any and all claims, demands, settlements or judgments, including all costs and attorney fees, which arise from any City activity the City has agreed to provide pursuant to this Agreement. The Commission agrees to promptly notify the City Attorney of any claims or demands made against the Commission as a result of any activity of the Commission. The City shall not have any additional liability as a result of this Agreement for any action of the Commission apart from any liability which may result from the City's participation as a Jurisdiction in this Agreement.

Section 3. Purchasing. The City agrees to act as the purchasing agency of the Commission and will furnish purchasing agent services to the Commission upon its request provided that in any matter or purchase where the final determination of the successful bidder may be determined under Oregon law by



some criteria other than price, the Commission shall retain final authority to determine a successful bidder or proposal. The City of Portland City Council shall act as the local Public Contract Review Board for the Commission and have jurisdiction over any public contract matter properly brought before a local Public Contract Review Board pursuant to the terms of ORS Chapter 279.

Section 4. Fiscal Administrative Services. The City shall furnish to the Commission the full range of financial administration services requested by the Commission from time to time. These services shall include, but are not limited to, maintenance of Commission accounts, provision of accounts payable, accounting of all Commission revenues and expenditures, assistance in preparing an annual budget and when necessary, budget amendments, preparation of budget monitoring reports on the same frequency as utilized by the City, inclusion of the Commission's approved annual budget within the City's annual budget for transmission to and approval by the Multnomah County Tax Supervision and Conservation Commission, and financial review and external audit services.

The City shall be authorized to receive and expend funds on behalf of the Commission as adopted by the Jurisdictions in the annual budget and at the direction of the Commission. The City will account for such funds in a segregated, dedicated account.

No later than November 1 of each year, the City shall return to the Commission any compensation paid by the Commission to the City for the preceding fiscal year pursuant to Section 8, which was not expended or obligated by June 30 of that fiscal year.

Section 5. General Staff Support. The City agrees to provide sufficient staff to perform the administrative and support services provided in the Commission's approved annual budget. The Commission will set a work plan for each fiscal year and establish regulatory policies for the staff to implement on an ongoing basis. The City agrees to work through its Cable Commissioners to request changes in the Commission's work plan or policies. All decisions regarding creation, filling or reclassification of staff positions, or hiring, disciplining or terminating staff, shall be made by the City, after consultation with the Commission.

Section 6. General Support Services. The City agrees to provide to the Commission the full range of support services generally available to City bureaus and agencies on the same basis, terms, and conditions as such services are generally made available. These services include, but are not limited to, mail pick up and delivery services, access to City vehicles, printing and duplication, telecommunications services, data processing, and management and insurance of physical assets.

Section 7. Cable Regulatory Legal Services. The City agrees to provide routine cable regulatory legal services to the Commission as needed. The Commission may separately contract with third parties or with the City for extraordinary legal services such as rate review, renewal negotiations, litigation or administrative hearings regarding possible cable franchise violations.

Section 8. Compensation. The Commission agrees to pay the City

compensation for the administrative and support services to be provided under this Agreement. The payment shall be made out of the Commission's annual approved budget. By December 31 of each year, the City and the Commission shall agree on the amount to be paid for services for the following fiscal year. The amount shall be based on an estimate of the City's anticipated actual costs of providing such services to the Commission. The City shall keep records of such costs, and such records shall be available for inspection by the Commission upon request.

Section 9. Evaluation. The Commission shall conduct an annual evaluation of the City's administrative services to ensure that the Commission's needs are being met.

Section 10. Term. The term of this Agreement shall be perpetual, unless terminated by the parties pursuant to the terms herein.

Section 11. Termination. This Agreement may be terminated by either party effective July 1st of any year by giving written notice of the intent to terminate on or before the December 31st prior to the July 1st termination date. In addition, this Agreement may be terminated by written agreement of both the City and the Commission effective ninety (90) days after the effective date of the termination agreement.

Section 12. Notices. Notices to the Commission shall be sent to the location of its principal office, to the attention of the Chairperson of the Commission. Notices sent to the City shall be sent to the Office of Cable

Communications and Franchise Management. All notices required under this Agreement shall be sent by certified mail, return receipt requested.

Section 13. Transition. The Commission and the City recognize that on the effective date of this Agreement there continues in existence a similar administrative services agreement between the Commission and Multnomah County (County). These two agreements authorize both the City and the County to provide similar services for the Commission. In order to facilitate the orderly transfer from the County to the City of the administrative services provided to the Commission, the agreement between the Commission and the County may remain in force to a date no later than April 15, 1993. The Commission shall withdraw from the County and transfer to the City, at the Commission's election, the services covered by the County/Commission agreement and this Agreement. The transfer of all services provided by the County to the Commission under the existing County/Commission agreement shall be completed by no later than April 15, 1993.

Section 14. Effective Date. This Agreement will be effective upon its adoption by the Commission.

\_\_\_\_\_  
Chair,  
Consolidated Cable  
Communications Commission

\_\_\_\_\_  
Mayor, City of Portland

\_\_\_\_\_  
Auditor, City of Portland

\_\_\_\_\_  
City Attorney  
Approved as to Form

MULTNOMAH CABLE REGULATORY COMMISSION  
EQUIPMENT ASSETS INVENTORY

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Computers (1 only)	29474	Zenith laptop Supersport SX	004DE002864	42MB HD, 3.25" 1.44MB Floppy, 640KB RAM < 2 serial & Parallel & 1 Parallel Ports; Dos 3.3, WORDPERFECT.
Computer (1 only)	28435	WANG 381	Z033Z2	40MB HD, 5.25" 1.2MB & 3.5" 1.44MB Floppy, 650KB RAM, Hercules Video Card, 2 serial & 1 Parallel Ports, WANG;DOS 5.0, WANG System Services, WORDPERFECT, PRIDE, PCLIS, LOTUS
Monitor	-0-	Zenith	019ND0726NOB	
Printer (1 only)	-0-	Kodak Lazer Jet		
File Cabinets (2 each)	-0-	Steel, two drawer, metal		
Supply Cabinet (1 only)	02557	Steel 8' x 4'		
Desk	-0-	Metal with formica top		
Chair Brown Desk Chair	23786			

MULTNOMAH CABLE REGULATORY OFFICE  
FURNITURE INVENTORY

Page 2 of 2

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Chair Brown Guest Chair	23785			
Chair Red Desk Chair	-0-			
Typewriter (1 only)	02564	IBM Selectric II	6890552	
Dictaphone (1 only)	05094	Sony BM-25A	622065	
Electric Stapler (1 only)	-0-	FC-90 Isaberg AB Sweden A908	111445	
Tape Recorder (1 only)	-0-	Realistic CAT NO. 14-1052A		
Adding Machines (2 each)	23784	Texas Instruments	135963	
Pencil Sharpener (1 only)	-0-	Boston	68000	
Coffee Pot (1 only)	-0-	Norelco 12 cup HB5193		

## EXHIBIT 3

## CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

01-Dec-92

Cost Allocation Methodology						
Functions	Cost Allocation Unit	% of Cost Distribution	Amount of Distribution	Total No. of Units	... No. of Units PCRC	... No. of Units MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises *	40.0%	\$	3.17	2.17	1.00
2. Consumer Issues	No. of Subscribers	20.0%	\$	125,100.0	95,295.0	29,805
3. Monitoring Access and PCTV	No. of Contracts	10.0%	\$	3.0	1.0	2
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	\$	6.0	1.0	5
5. FCC/Legislation	No. of Subscribers	10.0%	\$	125,100.0	95,295.0	29,805
6. Administration	Prop. to 1.2.3 & 4	10.0%	\$	100%	%	%
Total		100.0%				

PCRC: Portland Cable Regulatory Commission

MCRC: Multnomah Cable Regulatory Commission

SR\123\mergmthd

11:40

Meeting Date FEB 11 1993  
Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Metropolitan Greenspaces Environmental Education Grant

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

DEPARTMENT Environmental Services DIVISION Parks Services Division

CONTACT Deb Scrivens TELEPHONE 258-5050 or 663-4708

PERSON(S) MAKING PRESENTATION Deb Scrivens

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /X/ 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):

Notice of Intent to apply for a \$5,000 grant from Metro to help fund a seasonal naturalist. This staff person will perform educational and interpretive programs about the natural areas of Multnomah County for the general public and students. Staff cannot meet current demand for these programs. The 50% match requirement by the County for this grant is already included in Parks budget.

*2/18/93 copy of annotated minutes to Deb Scrivens*  
(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *ce BH Willia*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 PM 2:59  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Multnomah County Board of Commissioners  
FROM: Deborah Scrivens, Regional Parks Naturalist *DS*  
DATE: February 2, 1993  
RE: Notice of Intent to Apply for Environmental Education Grant

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 3 AM 8:52  
MULTNOMAH COUNTY  
OREGON

The Park Services Division would like to apply for a Metropolitan Greenspaces Environmental Education Small Grant. This Small Grants program is funded by the Metropolitan Service District, using funds that are part of a larger grant from the U.S. Fish & Wildlife Service.

The goals of the Metropolitan Greenspaces Environmental Education Small Grants Program are to:

- \* Fund environmental education excellence;
- \* Develop an environmentally literate citizenry; and
- \* Teach about ecological systems and watersheds, using field experiences and hands-on learning at Greenspace sites.

The above goals are all met by the interpretive and environmental education program of Multnomah County Parks Division. Currently, there are many more requests for these programs than our limited staff is able to provide. Hence, we would like to use the Metro grant funds to expand a currently funded seasonal naturalist position from 3 months to 6 months.

The person in this position would lead field trips for students, teach nature observation and tracking classes, lead campfire programs, ancient forest tours, and salmon-viewing walks, and train teachers and volunteers. The person who was trained to do these programs last season (and has outstanding previous experience) is interested in returning to the position.

The Metro grant funds are one-time funds, and there is a 50% match requirement (cash and/or in-kind). There is also a requirement to have at least two partners involved in the project. Our partners are the National Forest Service (the Mount Hood District has contributed staff to help lead salmon-viewing walks) and the Bureau of Land Management, with a cash contribution.

We are requesting \$5,000 from Metro. The County share would be \$4,175 in direct costs, and \$326 in indirect costs (both already budgeted). The deadline for filing the grant is February 15, 1993.



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

**TO:** Multnomah County Board of Commissioners  
**FROM:** Deborah Scrivens, Regional Parks Naturalist *DS*  
**DATE:** February 1, 1993  
**SUBJECT:** Notice of Intent to Apply for Environmental Education Grant

This memo accompanies a Notice of Intent form, to apply for a Metropolitan Greenspaces Environmental Education Small Grant. This Small Grants Program is funded by the Metropolitan Service District using funds that are part of a larger grant from the U. S. Fish and Wildlife Service.

The goals of the Metropolitan Greenspaces Environmental Education Small Grants Program are to:

- \* Fund environmental education excellence;
- \* Develop an environmentally literate citizenry; and
- \* Teach about ecological systems and watersheds, using field experiences and hands-on learning, at Greenspace sites.

These are one-time funds, and there is a 50% match requirement for this grant (cash and/or in-kind). The deadline for filing the grant is February 15, 1993.

Attachment

DKCK0242.MEM

1993 FEB - 3 AM 8:52  
MULTNOMAH COUNTY  
OREGON

Meeting Date FEB 11 1993  
Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Brower Road Legalization  
BCC Informal FEBRUARY 9, 1993 BCC Formal FEBRUARY 11, 1993  
March 23, 1993 March 25, 1993  
(date) (date)  
DEPARTMENT Environmental Services DIVISION Transportation Division  
CONTACT Dennis Fantz TELEPHONE 6473  
PERSON(S) MAKING PRESENTATION Dennis Fantz, County Surveyor

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 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):

The County Engineer requests that the Board pass an order legalizing Brower Road in its traveled location. This road has been used by the public and maintained by the County in this location for over ten years and should be legalized under ORS 368.201 through 368.221.

*4/17/93 copies to Dennis Fantz  
& Betsy Williams*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER BH Williams

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB -2 PM 2:59  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

February 1, 1993

Board of County Commissioners  
County Courthouse  
1120 SW Fifth Avenue  
Portland, Oregon 97204

RE: Legalization of Brower Road, No. 4999

Dear Commissioners:

The Department of Environmental Services Transportation Division has began the proceedings for the legalization of Brower Road. The basis for this legalization is that the road as traveled and used for more than ten years does not conform to the location of the road as described in the County Records. This road was first established about 1890 and repairs and improvements have changed its location over the years. Some property development has also contributed to this change in location.

The Field Survey has been completed and the final map and description have been prepared. A letter and a map showing their property has been sent to each property owner along this road.

We request that the Board of County Commissioners set March 25, 1993, as the date for a public hearing in the matter of the legalization of Brower Road, No. 4999, from Larch Mountain Road northerly 19,925 feet. The County Engineer or his designated representative will post and serve notices of this hearing in accordance with the law.

The final map and description of Brower Road will be furnished to the Board two weeks prior to the hearing. Dennis Fantz, County Surveyor will be happy to answer any questions regarding this procedure.

Very truly yours,

Betsy Williams  
Director

BW:DVF:rj

2662W

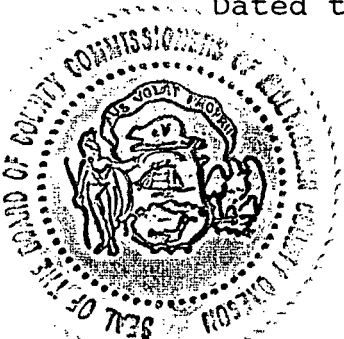
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Setting a Hearing Date in the Matter )  
of the Legalization of Brower Road, ) ORDER  
No. 4999, From Larch Mountain Road ) 93-40  
Northerly 19,925 Feet )

NOTICE OF LEGALIZATION of Brower Road, County Road No. 4999,  
from Larch Mountain Road No. 1320, northerly to the switchback  
in the road near the center 1/4 corner of Section 27, Township  
1 North, Range 5 East, Willamette Meridian.

All persons interested in or concerned with that  
portion of Brower Road, No. 458 used and traveled in Multnomah  
County, from Larch Mountain Road northerly about 3.77 miles as  
traveled to the above-described switchback in the road, are  
hereby notified that the road has been resurveyed and the Board  
of County Commissioners will, on Thursday, March 25, 1993, at  
9:30 a.m., in Room 602, Multnomah County Courthouse, 1021 SW  
Fourth Avenue, Portland, Oregon, hear and determine whether the  
road described above and included in the survey shall be  
ordered as a lawful County road and public highway. Objections  
must be filed in the Multnomah County Surveyor's Office on or  
before March 25, 1993 Public Hearing, or the road described  
above will be declared a County road and public highway. For  
further information, call Dennis Fantz, County Surveyor,  
248-5050 X-6473.

Dated this 11th day of February, 1993.



MULTNOMAH COUNTY, OREGON

By

Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By

John L. DuBay  
John L. DuBay

BUDGET MODIFICATION NO. DES #20(For Clerk's Use) Meeting Date FEB 11 1993  
Agenda No. R-81. REQUEST FOR PLACEMENT ON THE AGENDA FOR February 11, 1993

(Date)

DEPARTMENT Environmental ServicesDIVISION Park ServicesCONTACT Charles CieckoTELEPHONE 248-5050\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD C. Ciecko/D. Kromer

## SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification appropriating a \$9,982 emergency repair grant from the Oregon Marine Board for repairs at M. James Gleason Boat Ramp.

(Estimated Time Needed on the Agenda)

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification appropriates \$9,982.00 for emergency repairs at M. James Gleason Boat Ramp to the Park Development Program (ORG 5350), Capital Outlay, Other Improvements (Line 8300).

CLERK OF  
COUNTY COMMISSIONERS  
1993 FEB 2 AM 10:38  
MULTNOMAH COUNTY  
OREGON

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

Increases Revenue Code 2372 (Maintenance Assistance Program) from \$15,000 to \$24,982.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
(Date)

After this modification \$ \_\_\_\_\_

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

Deborah L. Gustafson2/11/93

TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY\_\_\_\_\_

Document  
Number

### Action

**Fund .**

**Agency**

Organi-

### Activity

## Reporting

## Object

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

**Sub-  
Total**

### Description

[illegible]

TOTAL EXPENDITURE CHANGE.

9,982

TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document  
Number

### Action

Fund

Agency

Organi-

### Activity

## Reporting

### Source

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-Total

### Description

[illegible]

TAL REVENUE CHANGE

9.982

TOTAL REVENUE CHANGE

---

STATE

---

MARINE

---

BOARD

---

November 25, 1992

Charles Ciecko, Director  
Multnomah County Parks Dept.  
1620 SE 190th  
Portland, OR 97233

RE: Emergency MAP Request #92-5  
M. James Gleason Pile Replacement

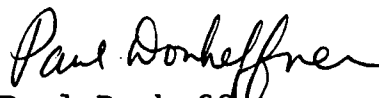
Dear Charlie:

We have reviewed and approve your request for \$9,992 as outlined in your letter dated November 12, 1992 regarding emergency repairs to the debris boom and replacement of 7 wood piles at the M. James Gleason Ramp.

The approval is contingent on the County contracting and monitoring the work; all work must be completed by June 30, 1993. Please coordinate this project with Dave Obern, Facilities Manager on my staff.

We appreciate the County's contribution of \$7,029 to assist in this effort. Please let us know when the work is completed.

Sincerely,



Paul Donheffner  
Director

PD/sl



---

435 Commercial St. NE  
Salem, OR 97310-0650  
(503) 378-8587  
FAX (503) 378-4597



## BUDGET MODIFICATION NO. DCC26

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

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

DEPARTMENT Community Corrections  
CONTACT TAMARA HOLDEN(Date)  
DIVISION SPECIALIZED PROG & SVCS  
TELEPHONE 248-3701

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

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

A budget modification eliminating the Specialized Programs &amp; Services Division Administrative budget for FY 93.

(ESTIMATED TIME NEEDED ON THE AGENDA)

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

☐ Personnel changes are shown in detail on the attached sheet

This modification eliminates the Division Administrative Budget consisting of a .75 OAIL, .75 Program Coordinator, .75 Corrections Counselor, and .50 Corrections Counselor (all vacant positions) and M & S and Capital Outlay associated costs.

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

Reduces CCA Enhancement Grant by \$117,986.

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 AM 10:54  
MULTI-NOVIAN COUNTY  
OREGON

## 4. CONTINGENCY STATUS (to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

\$ \_\_\_\_\_

Originated By

Date

2-1-93

Plan/Budget Analyst

Date

Board Approval

Date

2/11/93

Department Director

Date

2-1-93

Employee Services

Date

2-1-93

## DCC 26

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium			C U R R E N T   F Y				
			Explanation of Chan	BASE PAY	Increase/(Decrease)		TOTAL
				Increase (Decrease)	Fringe	Ins.	Increase (Decrease)
<u>FTE</u>	<u>AGENCY</u>	<u>ORG</u>					0
(-0.75)	156	2910	6001 Office Assistant II	(13,013)	(3,529)	(4,661)	(21,203)
(-0.75)	156	2910	6022 Program Coordinator	(22,300)	(6,048)	(5,004)	(33,352)
(-0.75)	156	2910	6268 Corrections Counselor	(18,572)	(5,037)	(4,858)	(28,467)
(-0.50)	156	2910	6268 Corrections Counselor	(12,381)	(3,358)	(4,617)	(20,356)
							0
							0
							0
							0
							0
							0
							0
							0
							0
TOTAL CURRENT FISCAL YEAR CHANGES				(66,266)	(17,972)	(19,140)	(103,378)

## EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

## REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 92-93

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2910			2308			(117,986)		CCA Enhancement Grant
		400	050	7040			6602			(19,140)		Insurance
		402	030	7990			6602			(2,358)		Telephone Service Reimbursemen
		401	030	5910			6602			(720)		Motor Pool Service Reimburseme
		401	030	7345			6602			(898)		Mail Distribution
		404	030				6602					
TOTAL REVENUE CHANGE										(141,102)	0	



**CIRCUIT COURT OF THE STATE OF OREGON  
DISTRICT COURT OF THE STATE OF OREGON**  
for MULTNOMAH COUNTY  
1021 SOUTHWEST FOURTH AVENUE  
PORTLAND, OREGON 97204

OFFICE OF THE  
COURT ADMINISTRATOR

Douglas M. Bray  
*Court Administrator*  
248-3957

Joseph E. Hogan  
*Accounting Manager*  
248-3269

Joseph S. Olexa  
*Civil Division Manager*  
248-3750

C. Lane Borg  
*Criminal Division Manager*  
248-3515

Eric R. Hall  
*Information System Manager*  
248-3098

Daniel E. Wood  
*Internal Services Manager*  
248-5355

January 21, 1993

Barbara McGuire, Administrator  
Community Programs Division  
Oregon Department of Corrections  
2575 Center Street, N.E.  
Salem, Oregon 97310

Dear Ms. McGuire:

I am pleased to forward a number of 1991-93 Plan Amendments for your review. The Amendments were unanimously approved by the Multnomah County Community Corrections Advisory Committee on January 19, 1993. Approval by the Board of County Commissioners is pending.

Yours Truly,

Douglas M. Bray, Chair  
Community Corrections Advisory Committee

DMB:cd

CCA  
PLAN AMENDMENT  
Multnomah County

Programs	Funds	Current Budget	Amount of Revision	New Budget
Alternative Community Service	ENH	287,518	(32,517)	255,001
Alternative Community Service	GRAD	0	80,428	80,428
Forest Project	SANC	618,944	(10,000)	608,944
Forest Project	GRAD	52,226		52,226
Forest Project	ENH	0	41,785	41,785
Field Services	FS	13,618,735		13,618,735
Field Services	ENH	649,853	404,786	1,054,639
Structured Supervision	ENH	215,063	(145,663)	69,400
Structured Supervision	GRAD	128,683	(80,428)	48,255
Parole Transition Program	PSS	657,378		657,378
Parole Transition Program	SUBS	108,705		108,705
Program Services Administration	ENH	256,374	(29,874)	226,500
Detox/Residential Treatment	ENH	400,972	(110,922)	290,050
Detox/Residential Treatment	SANC	0	10,000	10,000
Drug Testing	ENH	0	98,614	98,614
Outpatient Treatment	ENH	28,860		28,860
Outpatient Treatment	MH	121,140		121,140
Residential Treatment	ENH	72,000		72,000
Women's Residential Services	ENH	240,000	(240,000)	0
Employment Services	ENH	240,000		240,000
Prostitution Alternative	ENH	160,000		160,000
Institutional Mental Health	MH	177,598		177,598
Sheriff's Intensive Supervision	ENH	120,593		120,593
Restitution Center	PROB	325,599		325,599
Administration and Planning	ENH	127,066	20,108	147,174
Training	ENH	40,000	(9,994)	30,006
Case Management	ENH	61,236	56,511	117,747
Psych Services	ENH	200,000	(61,500)	138,500
Indirect: Contracts	ENH	14,500		14,500
Our New Beginnings (Resid Svcs)	ENH	80,000	8,666	88,666
TOTALS		\$19,003,043	(\$0)	\$19,003,043

**CCA PLAN AMENDMENT  
DECEMBER 9, 1992  
NARRATIVE**

---

**1. Alternative Community Service**

Add	80,428	Graduated Sanctions
Subtract	(32,517)	Enhancement
Net	47,911	

Additional personnel expenses.

No change in outcomes.

**2. Forest Project**

Add	41,785	Enhancement
Subtract	(10,000)	Sanction Beds
Net	31,785	

Additional personnel, supplies, and equipment expenses;

No change in outcomes

**3. Field Services**

Add	404,786	Enhancement
-----	---------	-------------

Increased personnel costs, including COLA.

No change in outcomes.

**4. Structured Supervision**

Subtract	(145,663)	Enhancement
Subtract	(80,428)	Graduated Sanctions
Net	(226,091)	

Program terminated. Staff absorbed into Field Services.

Number served reduced from 250 to 125.

**5. Program Services Admin**

Subtract	(29,874)	Enhancement
----------	----------	-------------

Staff transferred to the field and to Admin & Planning.

No change in outcomes.

**6. Detox/Residential Treatment**

Add	10,000	Sanction Beds
Subtract	(110,992)	Enhancement
Net	(100,992)	

Portion of costs covered by County funds.

No change in outcomes.

**7. Drug Testing & Evaluation**

Add	98,614	Enhancement
-----	--------	-------------

Need to continue program after conclusion of Federal Grant.

No change in outcomes.

**8. Women's Residential Center**

Subtract	(240,000)	Enhancement
----------	-----------	-------------

Not implemented.

**9. Administration and Planning**

Add	20,108	Enhancement
-----	--------	-------------

Increased personnel costs.

No change in outcomes.

**10. Training**

Subtract	(9,994)	Enhancement
----------	---------	-------------

Shift due to re-prioritization of program areas.

No change in outcomes.

**11. Case Management**

Add	56,511	Enhancement
-----	--------	-------------

Contract amount increased to serve priority population.

Number served increased from 150 per year to 200 per year.

**12. Psych Services**

Subtract (61,500) Enhancement

Delayed implementation of contract.

Number of evaluations decreased from 300 to 120.

**13. Residential Services for Women**

Add 8,666 Enhancement

Contract amount increased due to rising costs of service delivery.

No change in outcomes.



## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community CorrectionsDIVISION DIAG & PROG DEVELOPMENTCONTACT TAMARA HOLDENTELEPHONE 248-3701

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

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

A budget modification to delete contract services in Diagnostic & Program Development Division supported by State Enhancement Grant revenue.

(ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification deletes \$100,000 Detox & Residential Treatment, \$14,000 Mental Health Treatment, \$11,250 Hispanic Services, and \$877 Indirect in the Diagnostic & Program Development Division Contract Services. Total CCA Enhancement Grant expenditures reduction is \$126,127. It also increases CCA Sanction Beds revenue by \$10,000 and decreases CCA Enhancement Grant revenue by \$10,000 in Contract Services—Detox/Residential Treatment

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Decreases CCA Enhancement Grant by \$136,127.

Increases CCA Sanction Beds revenue by \$10,000

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 AM 10:54  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

\$ \_\_\_\_\_

Originated By

Date

2-1-93

Department Director

Date

2-1-93

Plan/Budget Analyst

Date

2/2/93

Employee Services

Date

Board Approval

Date

2/11/93

**BUDGET MODIFICATION NO. DCC27**

**EXPENDITURE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 92-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2303			6060			(125,250)		Pass Through
											(125,250)	
		156	021	2303			7100			(877)		Indirect
											(877)	
<b>TOTAL EXPENDITURE CHANGE</b>										(126,127)	(126,127)	

**REVENUE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 92-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2303			2308			(136,127)		CCA ENHANCEMENT GRANT
											(136,127)	
		156	021	2303			2311			10,000		CCA Sanction Beds
											10,000	
<b>TOTAL REVENUE CHANGE</b>										(126,127)	(126,127)	

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

DEPARTMENT Community CorrectionsCONTACT Tamara Holden

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

(Date)  
DIVISION VARIOUSTELEPHONE 248-3701

## SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

A Budget modification to move State CCA Revenue in line with CCA Plan Amendment.

## (ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification decreases CCA Graduated Sanctions and increases CCA Enhancement Grant revenue by \$31,911 in Forest Project.

Decreases CCA Graduated Sanctions and increases CCA Enhancement Grant by \$16,344 in Alternative Community Services.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Decreases CCA Graduated Sanctions revenue 48,255

Increases CCA Enhancement Grant revenue 48,255

Adjusting State revenue in accordance with CCA Plan Amendment.

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 PM 10:54  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

\$ \_\_\_\_\_

After this modification

\$ \_\_\_\_\_

Originated By

Date

2-1-93

Department Director

Date

2-1-93

Plan/Budget Analyst

Date

2/2/93

Employee Services

Date

Board Approval

Date

2/11/93

BUDGET MODIFICATION NO. DCC28

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 92-93

[illegible]

## REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 92-93

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2904			2306			(31,911)		CCA Graduated Sanctions
		156	021	2905			2306			(16,344)		CCA Graduated Sanctions
		156	021	2904			2308			31,911		CCA Enhancement Grant
		156	021	2905			2308			16,344		CCA Enhancement Grant
											0	
<b>TOTAL REVENUE CHANGE</b>										0	0	

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

2/11/92

**NAME**

Louise Weidlich, Director

**ADDRESS**

Neighborhoods Protective Ass'n

**STREET**

Portland Oregon 97219

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R 12-13-14

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

Meeting Date: FEB 11 1993

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement - Historic Columbia River Highway

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

DEPARTMENT Nondepartment DIVISION County Chair's Office

CONTACT Sharon Timko TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Sharon Timko

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Intergovernmental Agreement between Multnomah County and Oregon Economic Development Department to provide a basis for a cooperative working relationship to improve the Historic Columbia River Highway as a visitor attraction and historic resource.

2/17/93 originals  
to Sharon Timko

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 3 AM 9:30  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

November 5, 1992

*Hoff*  
GLADYS MCCOY  
MULTNOMAH COUNTY CHAIR  
1120 S.W. 5th, ROOM 1410  
PORTLAND, OREGON 97204

11/13/92

C SET  
letter

# Oregon

ECONOMIC  
DEVELOPMENT  
DEPARTMENT



The Honorable Gladys McCoy  
Multnomah County Board of Commissioners  
1021 S.W. Fourth  
Portland, Oregon 97204

Dear Commissioner McCoy:

Enclosed is the Regional Strategies Grant Award Contract between the Oregon Economic Development Department and Multnomah County for the Gorge Highway Panels project. Please sign the Contract, retain a copy for your files, and return the original to us for our files.

The Contract will become effective once you sign the document. Draw downs on funds approved in this Contract may be requested for approved project activities once the Contract is effective and in the possession of the Oregon Economic Development Department. A Draw Down Form will be sent directly to the project contact as soon as we receive the signed Contract.

Please be sure to work closely with Joan Rutledge, Regional Coordinator for the Oregon Tourism Alliance region, on all matters relating to the implementation of the project covered by this Contract. You should also refer to Exhibit B of the Contract for the Conditions of Approval attached to this project. This will ensure that no problems arise in approving the release of funds. You may contact Joan at 373-7361. Thank you for your assistance.

Sincerely,

*Lise B. Glancy*

Lise B. Glancy, Manager  
Regional Strategies Program

Enclosure

c: Joan Rutledge  
OTA/R3/Gorge Highway Panels  
LG Chron  
11/19 Tickler

f:\user\jackiy\contract\ota\multcty.1tr

Barbara Roberts  
Governor



# Forest Service hones strategy for buying Columbia Gorge land

**Acquisition of the land is supposed to help protect the gorge's natural, cultural, scenic and recreational resources**

By JEANIE SENIOR

Correspondent, The Oregonian

THE DALLES — The U.S. Forest Service, which since 1987 has spent \$27.5 million to buy more than 19,000 acres of land in the Columbia River Gorge National Scenic Area, is refining its strategy for future land acquisitions, an agency spokesman said Tuesday.

But some members of the Columbia River Gorge Commission, hear-

ing a status report on the Forest Service land purchases at a meeting Tuesday in The Dalles, said the promised refinement is late in coming.

The commissioners, who act only as advisers to the Forest Service, said the agency should have had criteria and priorities in place before spending more than half of the \$40 million promised by Congress to buy land in the 300,000-acre scenic area.

The land acquisitions are supposed to help protect the gorge's natural, cultural, scenic and recreational resources.

"That's my frustration," said Commissioner Kathleen Butcher of Cook, Wash. "That this strategy re-

finement didn't happen prior to \$27 million or \$28 million being expended."

The majority of the money already spent, about \$19 million, bought land in Washington's Clark, Skamania and Klickitat counties. The Forest Service paid almost \$13.5 million for 11,152 acres in Skamania County.

Butcher questioned how that will affect the county's tax base, already limited because about 90 percent of the county is in federal ownership. "Purchasing a large amount of land has a definite effect on local governments and how they survive through this process," she said.

Joyce Reinig, gorge commissioner from Hood River, said restrictions in

the scenic area management plan will afford adequate protection for some parcels.

The question still remains, Reinig told Murray Johnson, the Forest Service lands staff officer, "What do you know that is out there that is going to need to be protected, that isn't protected?"

"As a business, you would be budgeting money and taking a look at how carefully you spent the money, kind of a game plan," Reinig said.

Johnson said the refined strategy will provide the game plan: the criteria to identify specific tracts to be purchased. Virtually all the parcels already bought, he said, have come from people who approached the Forest Service.

Between 1986 and this September, the Forest Service paid \$25 million to buy 255 parcels, totaling 12,669 acres, for \$25 million. The agency also paid 25 landowners a total of \$4,160,715 for development rights and scenic easements.

The properties purchased outright ranged from 0.17 acre in Multnomah County, for which the Forest Service paid Joseph Jones \$55,000, to 1,380 acres in Multnomah County, which the Forest Service bought for \$2.76 million from the Trust for Public Land. The San Francisco-based conservation group buys land deemed worth protecting and resells it at a profit to public agencies.

Since 1986, the Forest Service has paid the Trust about \$8.7 million for

32 parcels of scenic area land, totaling about 6,300 acres.

Gorge Commissioner Barbara Bailey of The Dalles urged that the remaining funds, when appropriated, be channeled toward buying open space lands.

The Forest Service is charged with overseeing 115,000 acres of the scenic area's "most sensitive lands," including about 4,000 acres designated as open space, a conservation classification that prohibits virtually all land uses.

Johnson said that buying all the acres in open space would mean going back to Congress for still more money. "I am sure that \$40 million is not enough to purchase the open space," he told commissioners.

# Altering dams to try to boost salmon runs could cost billions, take decade

By DAVE HOGAN

of The Oregonian Staff

Altering dams on the Columbia and Snake rivers to try to boost salmon runs could cost billions of dollars and take more than a decade to complete, the U.S. Army Corps of Engineers estimated Wednesday.

In a status report to the Northwest Power Planning Council in Portland, corps representatives said they were researching more than a

dozen options for reconfiguring the dams and reservoirs and were studying how those would aid salmon.

While the corps won't present a full report to the power council until late next year, it did deliver some high preliminary price tags Wednesday. Lowering the levels in the reservoirs behind four Snake River dams in Washington, for instance, would cost from \$1.3 billion to \$4.9 billion and take 14 to 17 years, the

corps said.

"We're looking at some massive figures here," said John C. Brenden, a Montana representative on the power planning council.

The changes could include a variety of alterations, such as adding storage dams on river tributaries, modifying fish ladders or building canals or pipelines to move young salmon past the dams.

Some council members questioned why the proposed dam modifica-

tions would take so long. One of the questioners was Ted Hallock of Oregon.

"It's like the Egyptians building pyramids with human labor instead of modern construction techniques," Hallock said of the construction estimates.

The power planning council also

includes representatives from Washington, Idaho and Montana. It was created by Congress to balance needs related to fish and hydroelectric power in the Northwest.

The council's salmon recovery plan calls for lowering the water levels in the reservoirs behind dams to speed the flow of the Columbia and

S Snake rivers beginning in 1995, unless that is shown to be harmful to fish or infeasible.

Fish researchers believe swifter rivers can improve survival rates of salmon, but the reduced river depths also could disrupt irrigation and other water supplies and would limit river navigation and power production.



# Abraham Lincoln Said It . . .

## YOU CANNOT

bring about prosperity by discouraging thrift

## YOU CANNOT

strengthen the weak by weakening the strong

## YOU CANNOT

help the wage earner by pulling down the wage payer

## YOU CANNOT

further brotherhood by encouraging class hatred

## YOU CANNOT

help the poor by discouraging the rich

## YOU CANNOT

establish sound security by spending more than you earn

## YOU CANNOT

build character and courage by taking away mans initiative and independence

## YOU CANNOT

help men permanently by doing for them what they could and should do for themselves



THE LINCOLN YEAR BOOK  
Containing Immortal Words  
of Abraham Lincoln

Copyright by J. T. HOBSON  
1907

JANUARY 22.

## The Approach of Danger.

(Extract from the Springfield address in 1838. Continued from preceding page.)

At what point shall we expect the approach of danger? Shall we expect some transatlantic military giant to step the ocean and crush us at a blow? Never! All the armies of Europe, Asia, and Africa combined, with all the treasures of the earth (our own excepted) in their military chest, with a Bonaparte for a commander, could not, by force, take a drink from the Ohio, or make a track on the Blue Ridge, in a trial of a thousand years. At what point, then, is this approach of danger to be expected? I answer: If it ever reaches us, it must spring up amongst us. It cannot come from abroad. If destruction be our lot, we must ourselves be its author and finisher. As a nation of freemen, we must live through all time or die by suicide.

When our land is illumined with liberty's smile,  
If a foe from within strike a blow at her glory,  
Down, down with the traitor that dares to defile

The flag of her stars and the page of her story!  
By the millions unchained who our birthright have gained,  
We will keep her bright blazon forever unstained!

—Francis Scott Key.

## Lincoln's birthday

Born in Hardin County, Kentucky, February 12, 1809.

Elected President, November 6, 1860.

Inaugurated President, March 4, 1861.

Issued call for 75,000 volunteers, April 15, 1861.

Issued Emancipation Proclamation, January 1, 1863.

Reelected President, November 8, 1864.

Reinaugurated President, March 4, 1865.

Shot by John Wilkes Booth, April 14, 1865.

Died April 15, 1865.

"My great concern is not whether God is on our side; my great concern is to be on God's side."  
Abraham Lincoln

THE AVERAGE AGE OF THE WORLD'S GREAT CIVILIZATIONS HAD BEEN 200 YEARS. THESE NATIONS PROGRESSED THROUGH THIS SEQUENCE:

From Bondage to Spiritual Faith  
From Spiritual Faith to Great Courage  
From Courage to Liberty  
From Liberty to Abundance  
From Abundance to Selfishness  
From Selfishness to Complacency  
From Complacency to Apathy  
From Apathy to Dependency  
From Dependency back again into Bondage.

The nation and kingdom that will not serve thee shall perish. Isaiah 60:12.

Neighborhoods Protective Association  
P.O.Box 19224, Portland, Oregon 97219



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500403

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # R-12 DATE 2/11/93 DEB BOGSTAD BOARD CLERK
---	---	--

Department Nondepartmental Division Chair's Office Date 2/3/93

Contract Originator Sharon Timko Phone X-3308 Bldg/Room 106/1410

Administrative Contact Delma Farrell Phone X-3308 Bldg/Room 106/1410

Description of Contract To provide for a basis for a cooperative working relationship to improve the Historic Columbia River Highway as a visitor attraction and historic resource

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon Economic Development Dept.

Mailing Address 775 Summer St., NE  
Salem, Oregon 97310

Phone \_\_\_\_\_

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

Effective Date Upon execution

Termination Date 11/5/94

Original Contract Amount \$ N/A

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

Total Amount of Agreement \$ N/A

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 [Signature]

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration  
(Class I, Class II contracts only) [Signature]

Encumber: Yes ☐ No ☐

Date Feb 3, 93

Date \_\_\_\_\_

Date 2/3/93

Date 2/11/93

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

REGIONAL STRATEGIES PROGRAM  
GRANT AWARD CONTRACT

MULTNOMAH COUNTY  
Gorge Highway Panels

This Contract, dated November 15, 1992, is made and entered into by and between the State of Oregon, acting by and through its Economic Development Department, 775 Summer Street, N.E., Salem, Oregon 97310, (hereinafter "State") and Multnomah County, 1021 S.W. Fourth, Portland, Oregon 97204 (hereinafter "Recipient").

1. A Memorandum of Understanding has been entered into by the State and the region consisting of Clackamas, Clatsop, Hood River, Multnomah, Tillamook, and Washington Counties (hereinafter "Region"), dated July 24, 1992, incorporated by this reference herein.

2. Pursuant to this Memorandum of Understanding and the Regional Economic Development Act, ORS 285.630 to 285.650 and 285.655 (hereinafter "Act"), the State is authorized to make an award from the Regional Strategies Fund created by ORS 285.650.

3. The State is willing to make the grant on the terms and conditions of this Contract. Accordingly, the parties agree as follows:

## SECTION 1 GRANT AWARD

Section 1.01. Grant. The State shall provide a maximum of \$46,000 from the Regional Strategies Fund in accordance with the schedule set out in Exhibit C (Approved Projects) and upon investment of matching funds as described in Exhibit A (Summary of Award), Exhibit B (Conditions of Approval), and Exhibit C.

Section 1.02. Draw Downs. Recipient shall receive grant monies after it submits a request for such monies on a Draw Down Form. Grant Draw Downs shall be requested in increments of at least \$5,000 except in the case of final Draw Down. Attached to the Draw Down Form shall be documentation satisfactory to the State on the use of grant monies and on the use of matching funds, such as invoices, bid proposals, and contracts. The State shall review the documents and may require reasonable modifications. If the State does not suggest modifications within thirty (30) days after receipt, the documents shall be deemed approved and payment shall be made. In the event the State requests additional information from Recipient, the State shall have thirty (30) days from the date of receipt of the information to review the information and may require reasonable modifications, after which time the documents shall be deemed approved and payment shall be made. Recipient shall place the grant monies in a separate account and spend the grant monies on approved activities as set forth in Exhibit C within thirty (30) days after receipt.

Section 1.03. Final Draw Down. Recipient shall submit the final Draw Down Form sixty (60) days after the date of completion of the Approved Project (hereinafter "Project" or "Projects"), but no later than two years and sixty (60) days from the date of this Contract. Draw Down Forms received after this date shall be ineligible for funding under this Contract.

Section 1.04. Availability of Funds. This grant award is subject to the availability of lottery money in the Regional Strategies Fund.

## SECTION 2 USE OF GRANT MONIES

Section 2.01. Eligible Activities. The Recipient's use of the grant monies is subject to the Conditions of Approval set out in Exhibit B and is also limited to those activities listed in Exhibit C.

Section 2.02. Ineligible Activities. Grant monies shall not be used to retire any debt, reimburse any person, entity, or municipality for expenditures made or expenses incurred prior to the date of the Memorandum of Understanding or for ongoing or continuing operating expenses.

Section 2.03. Unexpended Funds. Any grant monies disbursed to the Recipient that are not used on the Projects set out in Exhibit A and Exhibit C or which remain after the Projects are completed or this Contract is terminated shall be immediately returned to the State. Any interest earned by the Recipient on grant monies shall be spent on the Projects or returned to the State, as directed by the State.

Section 2.04. Use of Funds. Prior to the State approving any Draw Down of funds, the State must approve all Project expenditures and the Recipient must confirm in writing all matching funds or other contributions from entities other than the Regional Strategies Program.

Section 2.05. Modification of Budget Allocation. The State and the Recipient may elect to modify budget allocation categories within a Project depending on Project needs. All modifications must be approved in writing by the State in advance of commitment or expenditure of funds.

Section 2.06. Project Completion. Any Project that is not completed within two years of the date of this Contract shall be ineligible for funding under this Contract.

SECTION 3  
RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to the State that:

Section 3.01. Existence and Power. Recipient is a body politic and corporate under the laws of Oregon; and Recipient has full power and authority to transact the business in which it is engaged, and full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.

Section 3.02. Authority, No Contravention. The making and performance by Recipient of this Contract (a) have been duly authorized by all necessary action of the Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.

Section 3.03. Binding Obligation. This Contract has been duly executed and delivered by Recipient and will constitute the legal, valid and binding obligation of Recipient, enforceable in accordance with its terms.

Section 3.04. Approvals. No authorization, consent, license, approval of or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Contract.

Section 3.05. Matching Funds. Recipient shall obtain and use Project matching funds in accordance with the Project budget set out in Exhibit C.

Section 3.06. Compliance With Land Use Regulations and Comprehensive Plan. The Projects comply with applicable city or county comprehensive plans, public facility plans and land use regulations.

SECTION 4  
CONDITIONS PRECEDENT

The obligation of the State to pay grant monies is subject each time to the conditions precedent that:

Section 4.01. Availability of Matching Funds. Recipient shall demonstrate to the satisfaction of the State that it has obtained and invested all non-Regional Strategies funds as set out and described in Exhibit A, Exhibit B, and Exhibit C.

Section 4.02. No Default. No default as set out in Section 6.03 hereof shall have occurred and be continued on the date the Draw Down Form is submitted or on the date of Draw Down.

## SECTION 5 COVENANTS OF RECIPIENT

While any Projects remain unfinished and prior to the final Draw Down, Recipient agrees that, unless the State shall otherwise consent in writing:

Section 5.01. Reports. Recipient shall provide reports to the Region in which it is located and to the State at such times as requested.

Section 5.02. Compliance with Laws. Recipient will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except where contested in good faith and by proper proceedings. Applicable laws and rules include, but are not limited to, State procurement guidelines (ORS Chapter 279), minimum wage and hour standards (ORS Chapter 279), municipal budget and audit laws (ORS Chapter 297), workers' compensation laws (ORS Chapter 656), and affirmative action (ORS 243.305).

Section 5.03. Books, Inspection. Recipient will keep proper books of record and account on all activities associated with the Projects. Recipient will permit the State and the Secretary of State of the State of Oregon to inspect its properties, all work done, labor performed and materials furnished in and about the Projects, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of grant monies received from the State.

Section 5.04. Project Completion. While any Project remains unfinished and prior to the final Draw Down, Recipient agrees that, unless the State shall otherwise consent in writing: Work on the Projects shall be fully completed in accordance with Exhibit B and Exhibit C. In the event that the total amount of the grant set out in Section 1.01 hereof is not available, the Recipient will not be required to complete the Projects. However, if the non-Regional Strategies monies which Recipient has committed to the Projects, as set out in Exhibit A and Exhibit C, are not available or sufficient, the Recipient will nevertheless be required to complete the Projects.

Section 5.05. Signs and Notifications. Recipient shall include the following statement on all plans, reports or bid advertisements relating to the Projects:

"The preparation of this report (document) was (This Project is) funded in part with a grant from the Oregon State Lottery through the Regional Strategies Fund administered by the State of Oregon Economic Development Department."



The statement shall be prominently placed on the document, i.e., on the title page of reports or documents, on the cover of blueprint sets, as part of map legends.

For construction Projects, the Recipient shall display a sign, to be provided by the State, near the Project construction site and readily visible to the public, specifying that the Project is being funded by the Oregon State Lottery for the purpose of promoting economic development.

Section 5.06. First Source Agreement. The State may require any firm which it certifies as receiving direct or substantial benefit from Regional Strategies Funds to enter into a first source agreement with publicly funded job training providers in accordance with OAR 123-70-300 through 123-70-370.

Section 5.07. Access for Disabled Persons. If Recipient operates a commercial facility or public accommodations, as those terms are defined in the Americans with Disabilities Act of 1990, P.L. 101-336, Recipient shall comply with the Americans with Disabilities Act. In addition, if the Project is for capital construction of a building with more than 4,000 square feet of ground area or a height of 20 feet which is used by the public, the building shall be accessible to and usable by handicapped persons in the manner prescribed in ORS 447.210 to 447.280.

Section 5.08. Special Conditions. Recipient shall comply with the requirements of the Conditions of Approval as set out in Exhibit B.

## SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Contract may be terminated by mutual consent of both parties.

Section 6.02. Termination by the State. The State may terminate this Contract effective upon delivery of written notice to Recipient, or at such later date as may be established by the State, if insufficient monies are available in the Regional Strategies Fund or if there has been a change in federal or State laws, rules, regulations or guidelines so that the Projects funded by this Contract are no longer eligible for funding. This Contract may be modified by the State to accommodate a reduction in funds.

Section 6.03. Default. The State, by written notice to the Recipient, may terminate the whole or any part of this Contract for, among other things, any of the following events:

(a) Recipient defaults in the performance or observance of any of its covenants or agreements contained herein or in Exhibit A, Exhibit B, or Exhibit C; or

(b) Any representation made by the Recipient in the Projects' description, schedule, budget, Draw Down forms, or any other documents and reports relied upon by the State to measure progress on the Projects and performance by the Recipient, are untrue in any material respect; or

(c) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or

(d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Notice of default shall specify with reasonable particularity the deficiencies in Recipient's performance and shall provide Recipient fifteen (15) days, or such longer period as the State may authorize in its sole discretion, to correct such deficiencies.

Section 6.04. Remedies Upon Default. In the event Recipient is found in default, the State may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this Contract, prohibition against further grant Draw Downs, return of all or a portion of the grant amount, payment of interest earned on the grant amount, and declaration of ineligibility for the receipt of future Regional Strategies Fund awards.

SECTION 7  
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. No failure on the part of the State to exercise, and no delay in exercising any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law. This Contract shall be governed by and construed in accordance with the law of Oregon.

Section 7.03. Notices. All notices, requests, demands, and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand, or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands, and other communications relating to termination, default, and amendment shall be in writing and mailed certified and postage prepaid.

If to the State:                   Oregon Economic Development Department  
775 Summer Street N.E.  
Salem, Oregon 97310  
Attention: Lise B. Glancy, Manager  
Regional Strategies Program

If to the Recipient:           The Honorable Gladys McCoy  
Multnomah County Board of Commissioners  
1021 S.W. Fourth  
Portland, Oregon 97204

Section 7.04. Amendments. This Contract, including timeframes for the completion of the Projects but excluding interim timeframes, may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this Contract and subject to all other provisions of this Contract.

Section 7.05. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.06. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the State, Recipient, and their respective successors and assigns except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the State.

Section 7.07. Attorney's Fees. The prevailing party in any dispute arising from this Contract shall be entitled to recover from the other its reasonable attorney's fees at trial and on appeal.

Section 7.08. Indemnity. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, Recipient shall indemnify the State and its officers, employees and agents against any liability for damage to life or property arising from the Recipient's actions under this Contract or the actions of Recipient's subcontractors, agents or employees.

Section 7.09. Entire Agreement. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON  
acting by and through its  
Economic Development Department

By: Steven C. Petersen  
Steven C. Petersen, Director

Date: 11-5-92

MULTNOMAH COUNTY

By: Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County Board of  
Commissioners

Date: February 11, 1993

EXHIBIT A - Summary of Award  
EXHIBIT B - Conditions of Approval  
EXHIBIT C - Approved Projects

APPROVED AS TO  
LEGAL SUFFICIENCY

Dendy A. Robinson  
Ass't. Attorney General

Date 11/3/92

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APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 2/11/93  
DEB BOGSTAD  
BOARD CLERK

11 - REGIONAL STRATEGIES PROGRAM  
GRANT AWARD CONTRACT

Reviewed:  
Peter Livingston  
Ass't County Counsel

**GRANT AWARD CONTRACT  
EXHIBIT B**

**Conditions of Approval**

Before any Regional Strategies Funds are disbursed, Recipient shall demonstrate that all funds other than Regional Strategies Funds ("Matching Funds"), as set out in Exhibit A and Exhibit C, are in place. Regional Strategies Funds will be disbursed as Matching Funds are invested by Recipient. In addition, disbursements of Regional Strategies Funds for Projects will be limited to the activities set out in Exhibit C unless otherwise approved in advance, in writing, by the Oregon Economic Development Department (OEDD).

Disbursement of all Funds will be subject to specific conditions as follows:

**Gorge Highway Panels**

1. Prior to the drawdown of Regional Strategies Funds, Recipient shall submit a plan to OEDD, for review and approval, for sign replacement and maintenance.
2. Prior to the drawdown of Regional Strategies Funds, Recipient shall submit a plan to OEDD, for review and approval, for linking the signs to each other and to the Gorge Gateway Centers, either through marketing on the panels or development of a brochure.
3. Prior to the drawdown of Regional Strategies Funds, Recipient shall provide documentation to OEDD verifying commitment of the Hood River County Matching Funds.
4. Recipient shall provide OEDD with semi-annual reports (due April 20 and October 20) on the use of funds, project status, match investment, job creation, and other pertinent information until the Project is complete. OEDD will send the report forms to the Project Contact on or about March 31 and September 30 of each year until the Project is complete.
5. Recipient shall submit a Final Report to OEDD within sixty (60) days after completion of the Project. OEDD will send the Final Report form to the Project Contact.

GRANT AWARD CONTRACT  
EXHIBIT A

Summary of Award

<u>Approved Projects</u>	<u>Regional Strategies Program</u>	<u>Other State</u>	<u>Federal</u>	<u>Local</u>	<u>Private</u>	<u>Total</u>
1. Gorge Highway Panels	46,000	16,000	28,000	8,375	2,000	100,375
TOTALS	46,000	16,000	28,000	8,375	2,000	100,375

Meeting Date: FEB 11 1993

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement - Historic Columbia River Highway

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

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Sharon Timko TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Sharon Timko

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Intergovernmental Agreement between Multnomah County, USDA Forest Service, Oregon Parks and REcreation Department, Hood River County Visitors Council, and Friends of Vista House to provide a basis for a cooperative working relationship to improve the Historic Columbia River Highway as a visitor attraction and historic resource.

*2/17/93 originals to Sharon Timko*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 3 AM 9:30  
MULTNOMAH COUNTY  
OREGON



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500393

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-13</u> DATE <u>2/11/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department Nondepartmental Division Chair's Office Date 2/2/93Contract Originator Sharon Timko Phone X-3308 Bldg/Room 106/1410Administrative Contact Delma Farrell Phone X-3308 Bldg/Room 106/1410Description of Contract To provide a basis for a cooperative working relationship to improve the Historic Columbia River Highway (HCRH) as a visitor attraction and historic resource.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name USDA Forest ServiceMailing Address c/o Art Carroll, Manager  
902 Wasco Avenue  
Hood River, Oregon 97031

Phone \_\_\_\_\_

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

Effective Date Upon ExecutionTermination Date 11/5/94Original Contract Amount \$ N/A

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

Total Amount of Agreement \$ N/ARemittance Address \_\_\_\_\_  
(If Different)

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

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date Feb 3, 93

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]Contract Administration  
(Class I, Class II contracts only) [Signature]

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into (under the authority and intent of ORS 190.003 to 190.110) between Multnomah County (COUNTY), USDA Forest Service (FS), Oregon Parks and Recreation Department (STATE PARKS), Hood River County Visitors Council (HRCVC), and Friends of Vista House (FRIENDS), to provide a basis for a cooperative working relationship to improve the Historic Columbia River Highway (HCRH) as a visitor attraction and historic resource.

### RECITALS:

- A. Prior to entering into this Agreement, the parties cooperated in developing a grant request for construction of interpretive panels along the HCRH (the "Project" herein). The COUNTY agreed to coordinate the disbursement of funds granted by the Oregon Regional Strategies Section of the Oregon Economic Development Division, and will sign the contract with the Oregon Economic Development Division for the Project.
- B. The Project consists of constructing a series of interpretive panels along the HCRH in Multnomah and Hood River Counties. The panels will interpret the outstanding cultural, historical, and natural resources of the highway and surrounding areas.
- C. The Project budget includes \$46,000 of funds from the Oregon Regional Strategies program contributed by the COUNTY.
- D. By signing this Cooperative Agreement, the FS, STATE PARKS, HRCVC, and the FRIENDS agree to abide by the commitments made by the COUNTY in its contract with the State for the Project.

### IT IS AGREED:

#### 1. Contributions.

FS, STATE PARKS, FRIENDS, and HRCVC shall contribute the match necessary to secure the grant provided by Oregon Economic Development Division. No party shall be required to contribute more than its share as stated below. The contributions shall be as follows:

- A. FS shall pay \$23,000. In addition, the FS has agreed to provide \$5,000 in the form of in-kind services. As agreed by the parties, FS shall pay for researching and writing the sign text, designing sign supports, and determining sign location for each site. The \$5,000 in-kind support shall be used for these services. If the services provided by the FS exceeds the in-kind support of \$5,000, the FS may deduct the remaining balance from their \$23,000 contribution.
- B. STATE PARKS shall pay \$10,000 on or before June 30, 1993 and this provision is effective upon State Parks signing this Agreement.
- C. HRCVC shall pay \$5,000.
- D. FRIENDS shall pay \$2,000.
- E. All parties certify that sufficient funds are available and are authorized for expenditures to finance the costs of this agreement.

2. Design.

COUNTY, FS, STATE PARKS, HRCVC, and the FRIENDS shall cooperate in the design of all proposed interpretive signs along the HCRH, in order to provide consistency with the Columbia River Gorge National Scenic Area Signage Program.

3. Administration.

- A. COUNTY shall coordinate development of the Project.
- B. COUNTY shall administer the grant received from the Oregon Regional Strategies Division, including contracting with the State and documenting expenditures.
- C. COUNTY shall administer the financial contributions of the other parties to this Agreement.
- D. COUNTY shall use available Oregon Regional Strategies Grant funds to construct the interpretive panels. Construction costs include researching and preparing the text, designing the panels, and developing graphic material, fabrication, and installation.

- E. County shall administer any Professional Service Contracts with the participation of all parties in the development and approval of any Requests for Proposals (RFP's) and selection of the contractor and subcontractor.
- F. All parties agree to follow Equal Employment Opportunity guidelines and consider disadvantaged, minority, women and emerging small businesses enterprises under ORS 200.005 to 200.075.
- G. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 7 of the Oregon Constitution, the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective actions in connection with this agreement. No party shall be liable for any loss, damage, injury, claim, or demand arising from the negligence of the other party or its agents or employees.

4. Maintenance.

- A. COUNTY shall maintain and replace, as needed, signs located in the communities of Corbett and Springdale.
- B. FS shall maintain and replace, as needed, signs located on USDA Forest Service lands.
- C. STATE PARKS shall maintain and replace, as needed, signs located on State Parks lands.
- D. HRCVC shall maintain and replace, as needed, signs located in the cities of Hood River and Cascade Locks.

5. Liaison Responsibility.

Roberta Hilbruner shall act as liaison from the FS for the Project. Sharon Timko shall act as liaison from the COUNTY. Jack Wiles shall act as liaison for STATE PARKS. Teresa Kasner shall act as liaison for the FRIENDS. Davinne McKeown-Ellis shall act as liaison for HRCVC.

6. Termination.

This Agreement shall be terminated on or before November 5, 1994.

Multnomah County

Oregon Park & Recreation Dept.

By: Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County Board of  
County Commissioners

By: \_\_\_\_\_  
Jack Wiles, Region 1 Supervisor  
Oregon Parks & Recreation Dept.

Date: 2/11/93

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

USDA Forest Service

Friends of Vista House

By: \_\_\_\_\_  
Art Carroll, Manager  
Columbia River Gorge  
National Scenic Area

By: \_\_\_\_\_  
Sue Davis, President  
Friends of Vista House

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

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

Hood River County Visitors

By: \_\_\_\_\_  
Bill Baker, President  
Hood River County  
Visitors Council

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

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By: John L. DuBay  
John L. DuBay

Meeting Date: FEB 04 1993

Agenda No.: R-15

(Above Space for Clerk's Office Use)

FEB 11 1993  
R-14

AGENDA PLACEMENT FORM

SUBJECT: An ordinance amending Ordinance 748 to clarify review procedures for land use decisions in the Columbia Gorge.

TIME CERTAIN: 10:30

BCC Informal February 2 BCC Formal February 4  
(date) (date)

DEPARTMENT Non-Departmental DIVISION Commissioners Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Sharron Kelley

ACTION REQUESTED

       INFORMATIONAL ONLY        POLICY DIRECTION   X   APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:       

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

The appeal path for non-Gorge land use decisions is planning staff, hearings officer, Board of Commissioners, LUBA, court. This ordinance will establish a parallel path for the National Scenic Area: planning staff, hearings officer, Board of Commissioners, Gorge Commission, court. Without this amendment, Ordinance 748 would not provide a right of review before any elected officials.

(If space is inadequate, please use other side)

2/18/93 COPIES to ordinance  
Distribution List

SIGNATURES

2/17/93 COPY to Sharon Kelley &  
ROBERT TRACHTENBERG &  
SHARON TINKO

ELECTED OFFICIAL Sharron Kelley

Or

DEPARTMENT MANAGER       

(All accompanying documents must have required signature)

1/90

BOARD OF  
COUNTY COMMISSIONERS  
1993 JAN 28 AM 11:10  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Ordinance 748 to clarify review procedures for land use decisions in the Columbia Gorge.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

The appeal path for non-Gorge land use decisions is planning staff, hearings officer, Board of Commissioners, LUBA, court. This ordinance will establish a parallel path for the National Scenic Area: planning staff, hearings officer, Board of Commissioners, Gorge Commission, court. Without this amendment, Ordinance 748 would not provide a right of review before any elected officials.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

None have addressed this issue. It is anticipated that the other five Gorge counties will retain the process of appealing to the Board of Commissioners.

What has been the experience in other areas with this type of legislation?


None.

What is the fiscal impact, if any?

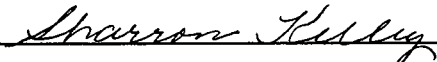
Prior to the adoption of Ordinance 748 in January of 1993, parties to land use decisions in the National Scenic Area had a right of appeal to the Board of Commissioners.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: 

1/90

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 750

An ordinance amending Ordinance 748, (Columbia River Gorge National Scenic Area plan implementation) by repealing MCC 11.15.3568(H) and amending MCC 11.15.3572 to clarify Multnomah County review procedures for land use decisions in the Columbia River Gorge.

(Language in brackets [ ] is to be deleted; underlined language is new.)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION I. Findings

(A) Ordinance 748, adopted January 7, 1993, changed the text of the Zoning Code to implement the Management Plan for the Columbia River Gorge National Scenic Area adopted by the Columbia River Gorge Commission.

(B) Ordinance 748 established a date when conditional use decisions become final that is different from the final date for other conditional use decisions under the zoning ordinance. Repeal of this provision is necessary to remove uncertainty about when decisions become final and appeal deadlines.

01/28/93:3



(C) MCC 11.15.3572 needs amendments to clarify that County land use decisions in the Gorge must be appealed to the County Commissioners before appeal to the Gorge Commission.

SECTION II Repeal

MCC 11.15.3568(H) is hereby repealed.

SECTION III Amendment

MCC 11.15.3572 is amended to read as follows:

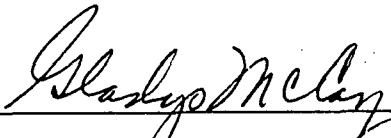
Appeals from any decision under MCC .3550 through .3834 shall be in accordance with the procedures set forth in MCC .8205 through .8295. Decisions are final only upon completion of all review proceedings available under MCC .8205 through .8295. [Any person or entity adversely affected by a f] Final decisions [action or order of the County] resulting from the implementation of MCC .3550 through .3834 may be appealed [such action or order] to the Columbia River Gorge Commission in accordance with the rules and regulations of the Commission [by filing with the Commission within thirty days of such action or order, a

01/28/93:3

written petition requesting that such action or  
order be modified, terminated or set aside].

ADOPTED this 11th day of February, 1993, being  
the date of its second reading before the Board of  
County Commissioners of Multnomah County, Oregon.

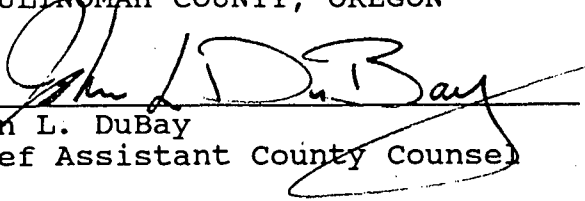


  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

  
John L. DuBay  
Chief Assistant County Counsel

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01/28/93:3

BUDGET MODIFICATION NO.

NOND 16(For Clerk's Use) Meeting Date FEB 11 1993Agenda No. R-15

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

DEPARTMENT NondepartmentalCONTACT Stuart Farmer

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

(Date)

DIVISION Commissioner Dist 3TELEPHONE X 5286 5217Stuart FarmerSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification to allocate funds for the purchase computers and other items necessary for office operations.

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification transfers funds from personal services into materials and services, as well as capital equipment.

Personal Services will be cut by \$9,509 due to lower salary, benefit, and insurance costs.

It will be used to purchase computers and other supplies, as well as to print office stationary.

This Budget Modification does not increase the overall budget of Commissioner Collier's office.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

\$ \_\_\_\_\_

Originated By

Date

2-1-93

Department Director

Date

2/1/93

Plan/Budget Analyst

Date

2-1-93

Employee Services

Date

2/3/93

Board Approval

Date

2/11/93

1993 FEB - 3 AM 10:35  
 CLERK OF DISTRICT CLERK  
 MULTNOMAH COUNTY  
 OREGON

***NOND 16***

TRANSACTION DATE

ACCO:JNTING PERIOD

BUDGET FY. 93

REVENUE

TRANSACTION DATE

ACCOUNTING PERIOD :

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

Meeting Date: FEB 11 1993

Agenda No.: R-160

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Public Safety Council

AGENDA REVIEW/ Feb. 9, 1993 REGULAR MEETING Feb. 11, 1993  
BOARD BRIEFING (date) (date)

DEPARTMENT Non-Departmental DIVISION \_\_\_\_\_

CONTACT Mike Delman TELEPHONE 248-5219

PERSON(S) MAKING PRESENTATION Commissioner Hansen

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Revise Resolution 92-193 to include the City of Gresham

*2/17/93 copies to Mike Delman & Chip  
Lozewy & Gary Hansen*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gary Hansen*

Or

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

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB - 4 AM 9:47

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Participating in the  
Public Safety Council.

RESOLUTION 93-41

WHEREAS, the Public Safety Council is a planning group constituted to recommend priorities for the effective, fair, and efficient provision of criminal justice services in Multnomah County.

AND WHEREAS, the Public Safety Council consists of representatives from Multnomah County, the City of Portland, City of Gresham, Fairview, Wood Village, and Troutdale.

AND WHEREAS, the Public Safety Council represents an expanded version of the Justice Coordinating Council.

AND WHEREAS, the mission and structure of the Public Safety Council which is attached hereto as Exhibit A, is consistent with the Board of County Commissioners' desire to further improve effective delivery of criminal justice services.

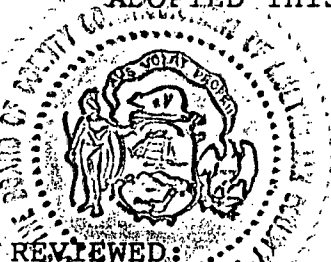
THEREFORE BE IT RESOLVED that Multnomah County is authorized to participate in the Public Safety Council as described in the Council's statement of mission, organizational structure and principles of collaboration.

AND BE IT FURTHER RESOLVED that the Justice Coordinating

02/04/93:1

Council, established by Ordinance No. 707 on December 12, 1991, be abolished.

ADOPTED THIS 11th day of February, 1993.



REVIEWED:

*H. H. Lazenby, Jr.*

H. H. Lazenby, Jr.  
Assistant County Counsel

By

*Gladys McCoy*  
Gladys McCoy  
Multnomah County, Oregon

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02/04/93:1

STATEMENT OF  
THE MISSION, ORGANIZATIONAL STRUCTURE  
AND PRINCIPLES OF COLLABORATION OF  
THE PUBLIC SAFETY COUNCIL

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## I. MISSION

The Mission of the Public Safety Council is to recommend priorities for the justice system on an ongoing basis and facilitate the provision of fair, efficient and effective criminal justice services in Multnomah County.

In pursuit of its mission, the Council shall examine the functions and resources allocated to each component of the criminal justice system, and devise a comprehensive Public Safety Plan for Multnomah County to be considered by each of the cities represented herein and by the Board of County Commissioners.

In devising the Plan, the Council shall consider the work of Portland Future Focus, Public Safety 2000, the Citizens Crime Commission, the Regional Drug Initiative Law Enforcement Committee, the Chief's Forum, Grand Juries, the Institute for Metropolitan Studies at Portland State University, Civic Index, the Oregon Progress Board and any other resources in the community. The Council shall also consider the interrelationship between the following components of the criminal justice system:

- A. The number of beds available to the State Department of Corrections for convicted felons sentenced to prison terms;
- B. The number of beds available at County correctional facilities for:
  - 1. Convicted felons awaiting sentence;
  - 2. Convicted misdemeanants awaiting sentence;
  - 3. Convicted misdemeanants sentenced to jail terms;
  - 4. High-risk defendants awaiting trial;
  - 5. Convicts from other states awaiting extradition proceedings;
  - 6. Material witnesses being held to testify;
- C. The number and capacity of residential and non-residential intermediate sanctions programs available for appropriate persons convicted of crimes;
- D. The number and capacity of residential and non-residential Juvenile Justice programs available for appropriate juvenile offenders;
- E. The number of judges and court rooms available for criminal trials, pretrial hearings and other matters;
- F. The number of Deputy District Attorneys available to prepare cases for trial and prosecute them;
- G. The number of sworn police personnel each law enforcement agency has per thousand of population;
- H. The pretrial release practices of the Courts;

- I. The work-release and community service practices of the Community Corrections Department;
- J. Each law enforcement agency's prioritization and de-prioritization of certain types of reported crimes;
- K. The willingness of the public to report crime;
- L. The extent to which the public to fears crime;
- M. The quality of service the public receives and expects when they contact BOEC and/or their law enforcement agency; and
- N. The extent to which crime prevention coordinators, neighborhood associations and law enforcement officers interact with citizens, businesses and business organizations.

Following adoption of the Public Safety Plan by each local government represented herein, the Public Safety Council shall assist local governments in their ability and commitment to act in a manner consistent with efficient management and fiscal principles, including appropriation of new revenue and grant applications.

## II. CRITERIA FOR EVALUATING EFFECTIVENESS

The Public Safety Council will have achieved its primary goal when the comprehensive public safety plan it devises results in:

- A. Significant decreases in the socioeconomic factors that cause people to engage in criminal conduct;
- B. Significant decreases in criminal conduct as evidenced by reductions in the victimization rate;
- C. Significant decreases in recidivism as evidenced by reductions in the number of crimes committed by persons with prior convictions;
- D. Significant increases in efficiency in the services rendered by the police, courts and correction system;
- E. Significant increases in the public's understanding of, and satisfaction with the services rendered by the police, courts and correction system;
- F. Significant increases in the public's feeling of safety and well-being, and reduction in their fear of crime; and
- G. A secure source and mechanism for funding the various components of the criminal justice system.

### III. ORGANIZATIONAL STRUCTURE

A. MEMBERSHIP. When fully constituted, the Public Safety Council shall consist of the following members:

- (1) Multnomah County Chair or other designated Commissioner;
- (2) Multnomah County District Attorney;
- (3) Multnomah County Sheriff;
- (4) Presiding Judge, Multnomah County Circuit Court;
- (5) Mayor, City of Portland or other designated City Council member;
- (6) Mayor, City of Gresham or other designated City Council member;
- (7) City Administrator of Fairview or other person designated by City Council;
- (8) City Administrator of Wood Village or other person designated by City Council;
- (9) City Administrator of Troutdale or other person designated by City Council;
- (10) Chief, Gresham Police Department;
- (11) Chief, Fairview Police Department;
- (12) Chief, Troutdale Police Department;
- (13) Chief, Portland Police Bureau;
- (14) Director, Multnomah County Community Corrections;
- (15) Director of County Health Department;
- (16) Director, Multnomah County Department of Social Services;
- (17) Metropolitan Public Defender;
- (18) One person residing or doing business in each Electoral District of Multnomah County appointed by the Chair of the County Commission upon the recommendation of the Public Safety Council.

B. CITIZEN APPOINTEES. Council shall stagger the three-year terms of the citizen appointees in any manner they shall choose, in order to maximize continuity in citizen participation.

C. MEETINGS AND ATTENDANCE. Council will be convened monthly at a regular time established by the consensus of the members. The location of the meetings may vary or remain the same. Any member may send a substitute to any Public Safety Council meeting in case of the member's unavoidable absence. The substitute shall be eligible to vote. However, membership on the Council carries with it the affirmative obligation to make every effort to attend each monthly meeting.

D. PRESIDING MEMBER. The members of the Council shall elect a presiding member (chairperson) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings, serving for a term of one year. The members of the Council shall also elect a presiding member-elect (chairperson-elect) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings in the absence of the presiding member and shall become the presiding member at the conclusion of the one year term of the presiding member. When the presiding member and presiding member-elect unable to attend a meeting of the Council, the presiding member may appoint any other member to preside at such meeting.

E. AGENDAS. The Agenda for each meeting of the Council shall be set by the Presiding member, in consultation with the presiding members of each standing Committee.

F. COMMITTEES. Each member of the Public Safety Council shall serve on at least one, but no more than two of the following committees:

- (1) Policing and Prevention Committee;
- (2) Sanctions Committee;
- (3) Budget and Fiscal Concerns Committee; and
- (4) Legislative Concerns Committee.

G. NON-COUNCIL MEMBERS ON COMMITTEES. Each committee may expand its membership to include persons who are not members of the Council. However, the presiding member of each committee shall be a member of the Public Safety Council. The composition of each committee shall subject to the approval of the Council.

H. PROCEDURAL MATTERS. Unless the Council agrees otherwise, all meetings of the Council and its committees shall proceed according to Roberts Rules of Order and such other rules as the Council shall, from time to time, adopt.

## V. STAFFING

A. Meeting Notices. The presiding member of the Public Safety Council shall be responsible for sending out notices of regular meetings to the remaining members of the Council.

B. Materials for Discussion. Members shall produce sufficient copies of any materials relevant to any topic they intend to discuss at a Council meeting and get them to the presiding member of the Council in time for mailing with the meeting notices or shall bring them to the meeting.

C. Committee Staffing. The presiding member of the each committee shall send meeting notices to the remaining members of the Committee. Members shall produce sufficient copies of any written materials relevant to any topic they wish to discuss at a Committee meeting and get them to the presiding member of the committee in time for mailing with the meeting notices or shall bring them to the committee meeting.

## VI. PRINCIPLES OF COLLABORATION

In pursuit of its mission, the Council shall remain faithful to the following principles:

A. The Public Safety Council shall be a free-standing entity with an advisory role to the Board of County Commissioners and the governing bodies of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village.

B. The Public Safety Council, as an entity, shall not assume any legislative or administrative powers, nor shall it circumvent or usurp the authority and responsibilities of any established governmental body.

C. The members of the Public Safety Council who were appointed to their offices remain accountable to, and subject to the control of the public officials and bodies responsible for their appointment; and

D. All actions, plans and recommendations generated by the Public Safety Council must be consistent with the Constitutions of both the State of Oregon and the United States of America, applicable laws of the State of Oregon and the respective charters of the governments represented herein.

## VI. AFFIRMATION

NOW, THEREFORE, we, the undersigned hereby express our assent to the formation of the Public Safety Council, to replace the former Justice Coordinating Council, with the above-stated mission, organizational structure, and principles of collaboration and hereby request the respective governing bodies of which we are part, or to whom we are accountable, to endorse the mission, organizational structure, and principles of collaboration by which the Public Safety Council intends to operate and affirm their assent to our participation therein.

IN WITNESS WHEREOF, we affix our signatures hereto this 5th day of November, 1992.

Gladys McCoy  
Multnomah County Chair

David D. Olson  
Mayor, City of Wood Village

Paul Johnson  
Mayor, City of Maywood Park

Michael D. Schmitt  
Multnomah County District Attorney

Bob Skipper  
Multnomah County Sheriff

John Cunniff  
Metropolitan Public Defender

Ed Clark  
Mayor, City of Portland

Gary B.  
Mayor, City of Troutdale

Fred Carlson  
Mayor, City of Fairview

Laurie M. Robert  
Mayor, City of Gresham

Robert M. Wondol  
Presiding Judge, Multnomah County

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 11-5-92  
Carrie A. Peterson  
BOARD CLERK

Meeting Date: FEB 11 1993

Agenda No.: R-17

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Exception Request from Vacant Position Deletion Policy

BCC Informal \_\_\_\_\_ BCC Formal 2/11/93  
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Billi Odegaard

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):

Request for exception to vacant position deletion policy for Community Health Nurses

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

*Shirley McCoy*

Or

DEPARTMENT MANAGER ✓

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB - 3 PM 11:40



# 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

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

TO: Gladys McCoy, Chairperson  
Board of County Commissioners

FROM: Bill Odegaard, Director  
Health Department

SUBJECT: EXCEPTION REQUEST TO HIRING FREEZE

DATE: February 2, 1993

I am requesting an exception for the following classification to Board Order 93-20, which established a freeze on routine filling of vacant positions through the remainder of this fiscal year:

-Community Health Nurse-

A CHN is a Registered Nurse, and serves a role which is the nucleus of many of our Health Department client service teams. The CHN delivers direct clinical and/or educational services to clients either in Health Centers or homes. A position left vacant would immediately result in reduction of direct health services for County residents.

Thank you.

1078g



**COMMUNITY HEALTH NURSE**  
(Nonexempt/Classified)

**DEFINITION**

To provide comprehensive community health nursing services directed toward the prevention of disease and the promotion of health of the community using professional nursing diagnosis and judgment in assessment, evaluation, screening, counseling and referral.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from assigned management and supervisory staff.

May exercise functional and technical supervision over assigned professional, technical and clerical staff.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Perform comprehensive health assessment of clients by completing a physical and psychosocial history; identify actual and potential health needs based on medical, mental/emotional, financial and social factors.

Develop comprehensive nursing plan based on assessment; assist client to establish short and long-term goals to obtain optimum level of health through advocacy, counseling, teaching, problem-solving, and selection and utilization of resources.

Assist client to maintain independent living with maximum quality of life by coordinating services of community agencies and encouraging preventive practices; monitor direct care of chronic illness; teach home health and self-care, prevention of disease and health maintenance.

Intervene in crisis situations and with high-risk families; monitor families for signs and symptoms of child abuse or neglect; teach families crisis intervention techniques.

Implement required nursing procedures in conformance with procedures and protocols; triage emergent situations; provide emergency medical care; administer medications and immunizations.

Serve as resource to County staff; provide consultation to community agencies.

Assist in evaluation of procedures and protocols; contribute to assessment of team functions or activities.

Plan, implement and evaluate case coordination and management.

Chart client visits using SOAP method; maintain client records and prepare reports.

Perform related duties as assigned.

## QUALIFICATIONS

### Knowledge of:

Principles, practices and procedures of community health nursing and consultation, including socioeconomic and cultural factors.

Methods and techniques of crisis intervention.

Community resources.

Problem solving techniques.

Modern office procedures and methods.

Principles and procedures of record keeping and reporting.

Business letter writing and basic report preparation techniques.

English usage, spelling, grammar and punctuation.

### Ability to:

Effectively perform a variety of community health nursing activities.

Identify and evaluate community and individual health needs.

Provide comprehensive or specialized nursing and consultation services in a clinic or field setting.

Develop and implement comprehensive nursing care plans.

Function and make decisions independently and as a team member.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Gain cooperation through discussion and persuasion.

### Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Experience:

No experience is required. One year of community health nursing experience is desirable.

**AND**

### Training:

Equivalent to a Bachelor's Degree from an accredited college or university with major course work in community health nursing or a related field.

**COMMUNITY HEALTH NURSE**

Page 3

**QUALIFICATIONS (Continued)**

License or Certificate:

Possession of, or ability to obtain, an appropriate and valid Oregon driver's license.

Possession of, or ability to obtain, an appropriate and valid license to practice as a registered nurse issued by the State of Oregon.

7143OP

DATE SUBMITTED January 29, 1993

(For Clerk's Use)  
Meeting Date FEB 11 1993  
Agenda No. R-18

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject: IGA / State of OREGON Exemption

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

DEPARTMENT Management Support Services DIVISION Purchasing

CONTACT Franna Hathaway TELEPHONE 248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Franna Hathaway / Lillie Walker

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

Use of State of Oregon Price Agreement to Purchase Goods and services at volume discount.

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

**IMPACT:**

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

*2/17/93 originals to Lillie Walker*

**SIGNATURES:**

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

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

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

OTHER Lillie M. Walker  
(Purchasing, Facilities Management, etc.)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB - 2 PM 12:11  
MULTNOMAH COUNTY  
OREGON

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500353

Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-18</u> DATE <u>2/11/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
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Department MSS Division Purchasing, Contracts, Date 1/27/93  
 & Central Stores  
 Contract Originator Lillie M Walker Phone 248-5111 Bldg/Room 421/1  
 Administrative Contact Franna Hathaway Phone 248-5111 Bldg/Room 421/1  
 Description of Contract Use of State of Oregon Price Agreements to purchase goods and services  
at volume discount.

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

Contractor Name Oregon State Of: Purchasing Div.  
 Mailing Address 1225 Ferry St SE  
Salem, OR 97310  
 Phone 503-378-4650  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date February 1, 1993  
 Termination Date January 31, 1994  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 150.00

Attn: Cindy Musgrove

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 \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date 1/27/93Date 2/11/93Date 2/11/93

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_  
 Purchasing Director Lillie M. Walker  
 (Class II Contracts Only)  
 County Counsel DeBogstad  
 County Chair/Sheriff Stacy McCreary  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	040	7440			6230						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

## PROGRAM QUALIFICATIONS

Thank you for expressing an interest in participating in the Cooperative Purchasing Program. So that your organization may participate in the program it must meet one of the following qualifications.

Mark the qualification that best describes your organization and furnish the requested information.

My organization Multnomah County is a:

- A. ☒ Division or unit of local government having separate autonomy such as Oregon counties, cities, municipalities or other public corporate entities having local governing authority. A United States governmental agency or American Indian tribe or agency.
- B. ☐ Qualified nonprofit agency for disabled individuals participating in the program set forth in ORS 279.820 to 279.850.
- \* If your organization meets qualification B, your organization must be certified as a Qualified Rehabilitation Facility with the Purchasing Division's Special Programs Coordinator. Information regarding certification is available by calling 373-1250.
- C. ☐ Residential program under contract with the Department of Human Resource (DHR) or a division thereof to provide services to youth in the custody of the state.
- \* If your organization meets qualification C provide a letter from DHR or division thereof confirming your contract with them. The letter **must be on agency letter head** and contain the following information:
- a. ☐ Scope of contract, what service is being provided.
  - b. ☐ Contract number
  - c. ☐ Starting and expiration dates of contract.
  - e. ☐ State Contract Administrator's name, original signature, mailing address & telephone number.
- D. ☐ Public benefit corporation "as defined in ORS 65.001 that provides public services either under contract with a state agency, as defined in ORS 171.133, or under contract with a unit of local government, as defined in ORS 190.003, that funds the contract, in whole or in part with state funds."
- \* If your organization meets qualification D, PROVIDE DOCUMENTATION demonstrating that your organization:
1. Is an active status Domestic, Nonprofit Corporation which is (must be one of the following):
    - a. Formed as a public benefit corporation pursuant to ORS 65.044 to 65.067;
    - b. Designed as a public benefit corporation designated by statute;
    - c. Recognized as tax exempt under section 501 (c) (3) of the Internal Revenue Code of 1986 or
    - d. Otherwise organized for public or charitable purpose in accordance with its articles of incorporation and bylaws;

AND

(program qualifications continue next page)

2. Is restricted so that on dissolution it must distribute its assets to (must be one of the following)

- a. An organization organized for a public or charitable purpose;
- b. A religious corporation;
- c. The United States of America;
- d. A state of the United States of America; or
- e. A person who is recognized as exempt under section 501 (c) (3) of the Internal Revenue Code of 1986;

AND

3. IS NOT a "religious corporation" as defined in ORS 65.001(33).

YOU MUST ALSO PROVIDE:

A letter from the State or Local government agency confirming your contract with them. The letter must be on agency letter head and contain all the following information:

- a. ☐ Scope of contract, what service is being provided.
- b. ☐ Contract number
- c. ☐ Starting and expiration dates of contract.
- d. ☐ Contract Administrator (State or Local Government) must verify that the contract is funded by State funds in part or in whole.
- e. ☐ Contract Administrator's (State or Local Government) name, original signature, mailing address & telephone number.

QUAL2/CPP

## COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into pursuant to ORS 190.110 and ORS 279.855 by and between the State of Oregon, acting by and through its Department of General Services, Purchasing Division ("State"), and Multnomah County, a Qualified Non-State Agency ("Qualified Agency"), as defined in ORS 190.003, ORS 190.110 (1), or ORS 279.855 (1) through (3).

1. Purpose: The State allows Qualified Non-State Agencies which enter into Cooperative Purchasing Agreements to participate in the State's Cooperative Purchasing Program ("CPP"). Qualified Agency desires to participate in the CPP and therefore enters into this Agreement with State. It is understood that Qualified Agency's execution of this Agreement and payment of the program administration fee allows, but not obligate, Qualified Agency to use the CPP services provided by the State.
2. Term of Agreement: This Agreement, which is effective as of the date it is signed by the State, shall remain in effect for one year from the effective date and, unless renewed, shall terminate on January 31, 1994.
3. Agreement Renewal: This Agreement may be renewed for one-year extension periods upon mutual agreement of the State and Qualified Agency. Notice of intent to renew shall be submitted in writing to the State's CPP Coordinator at least 30 days prior to the termination date set forth in paragraph 2, above.
4. Responsibilities of the State: Upon the Qualified Agency's execution of this Agreement and payment of the program administration fee, the State shall:
  - A. VIP Support Software: Provide Qualified Agency with custom telecommunications software that will allow Qualified Agency access to the State's Vendor Information Program (VIP).
  - B. Price Agreement Purchases: Authorize Qualified Agency to place orders with contractors on State price agreements using Contract Release Order (CRO) forms. The State will provide contractors with a list of Qualified Agencies authorized to purchase from price agreements.
  - C. Procedure: Assign CRO forms and purchase request forms to Qualified Agency. Additional forms are available from the State upon request.
  - D. Purchase Request Purchases: Issue solicitation documents (Invitations to Bid or Request for Proposals) upon receipt of a Purchase Request. (Issuing solicitation documents consists primarily of the State preparing an Invitation to Bid or Request for Proposal that complies with public purchasing statutes and rules, placing the document on the State's VIP system, and administering the procurement process.) The Purchase Request must have an estimated value of more than \$25,000 and must specify in detail the goods or trade services desired. The State will issue solicitation documents upon receipt of a Purchase Request only if doing



so will not result in duplication of existing State price agreements from which the Qualified Agency is authorized to purchase.

Upon request of the Qualified Agency, the State will assist in other aspects of the procurement process, such as bid or proposal evaluation and bid or proposal preparation for Qualified Agency award recommendation (Reference Fee Schedule B). Contracts shall be awarded to the lowest responsive, responsible bidder, or the best proposer, as appropriate, in accordance with the provisions of (i) the Oregon Revised Statutes ("ORS"), particularly chapter 279, and (ii) the Oregon Administrative Rules ("OAR"), particularly chapters 125 and 137. Following contract award, Qualified Agency shall be responsible for all matters of contract administration, such as but not limited to: inspection of goods, supervision of trade services contractors, and compliance with or enforcement of manufacturer or contractor warranties.

5. Responsibilities of the Qualified Agency: During the term of this Agreement, Qualified Agency shall:
  - A. Price Agreement Purchases: Complete and send to State, by the 10th day of each month, a monthly CRO Register, together with all blue copies of CRO's reporting purchases made from State price agreements during the preceding month.
  - B. Negotiation: Pursuant to OAR 137-30-090(5) and 137-30-105, relating to State procurement and contracting, Qualified Agency agrees not to use prices on State price agreements and purchase request procurements, or either of them, in an attempt to negotiate more favorable prices from contractors. Contractor prices on State contracts shall not be used for negotiation or any purpose other than purchases made in accordance with this Agreement.
6. Consideration: There is a cost for services provided by the Cooperative Purchasing Program. The Qualified Agency shall pay to the State an annual, nonrefundable, program administration fee in the amount of \$150 upon execution of this Agreement and on each yearly anniversary thereafter while this Agreement remains in effect. Service charges for (i) individual purchases made from price agreements and (ii) solicitation document development and procurement process administration will be invoiced at the end of each month according to Fee Schedules A and B.

**Fee Schedule A - Individual Usage**

<u>Value of Contract Release Order</u>	<u>Service Charge</u>
\$ 0.00 to 199.99	\$ No Charge
\$ 200.00 to \$999.99	\$ 20.00
\$ 1,000.00 to \$ 4,999.99	\$ 50.00
\$ 5,000.00 to \$ 9,999.99	\$ 75.00
\$ 10,000.00 to \$ 49,999.99	\$ 100.00
\$ 50,000.00 to \$ 99,999.99	\$ 150.00
\$100,000.00 to \$499,999.99	\$ 300.00
\$500,000 and over	\$ 500.00

## Fee Schedule B - Solicitation Document Development

- Invitations to Bid/ Preparation for award recommendation - \$300.00
- \* Invitations to Bid/ Combining State and Qualified Agency purchase requests - up to \$300.00
- \* Requests for Proposal- \$300.00 to \$500.00
- \* Proposal Evaluation/ Preparation for award recommendation - \$25.00 per hour.
- \* Each request will be evaluated for its complexity and estimated time involvement.

Service charges are due and payable within 30 days of the date of the invoice. Past due accounts may result in assessment of late payment charges at the rate of eight percent per annum.

7. Termination: This Agreement may be terminated by either State or Qualified Agency upon 30 days' written notice. No such termination shall prejudice any rights or obligations of either party already accrued prior to the effective date of termination.
8. Hold Harmless, Indemnity: Qualified Agency shall defend, hold harmless and indemnify State, its divisions, officers, employees, agents and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the acts or omissions of Qualified Agency, or its officers, employees, agents or subcontractors, under this Agreement.
9. Successors in Interest, Assignment: The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other.
10. Public Use: Qualified Agency represents and warrants that all purchases made through the CPP shall be for public use and benefit only. No goods or services may be devoted to, or resold for, personal use or profit.
11. Limitation of Liability: Qualified Agency understands and agrees that the State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services available through this Agreement. Qualified Agency agrees that the State shall not be subject to any claims, action, or liability arising out of or in any way related to any defect, malfunction, or damage of any nature arising from or related to goods or services obtained from contractors through this Agreement. Further, the State shall not be liable for any direct, indirect, incidental or consequential damages sustained by Qualified Agency and arising out of or in any way related to goods or services obtained from contractors through this Agreement.
12. Authorized Agents: Qualified Agency agrees to (i) provide State a list of all persons authorized to sign Purchase Requests on behalf of the Qualified Agency, including samples of such persons' signatures, and (ii) immediately inform State of any change in authorized agents.

13. Applicable Law, Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Qualified Agency agrees to comply with all laws, rules and ordinances applicable to this Agreement, including but not limited to, ORS 279.312, 279.314, 279.316 and 279.320. In the event of any litigation between the State and Qualified Agency arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Marion County in Salem, Oregon.
14. MERGER: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.
15. Signatures: Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement.

NON-STATE AGENCY

OREGON DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION

Signature: \_\_\_\_\_

Title: Purchasing Director

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

AGENTS AUTHORIZED TO SIGN PURCHASE REQUESTS ON BEHALF OF THE QUALIFIED NON-STATE AGENCY

Signature: [Signature]

Name: Roger Bruno

Signature: [Signature]

Name: Jan M. Thompson

Signature: [Signature]

Name: Jeff Baer

Signature: [Signature]

Name: Shirley Schumann

REVIEWED

By

IMPORTANT - COMPLETE THE INFORMATION FORM ON THE NEXT PAGE

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-18 DATE 2/11/93  
DEB BOGSTAD  
BOARD CLERK

INFORMATION FORM

AGENCY NAME: Multnomah County

ADDRESS: 2505 SE 11th Ave.

Portland, OR 97202

TEL. # 248-5111

Person responsible for Contract Release Order Forms Ellen Poorman

TEL. # 248-5111

Contact person for accounts payable issues Patrick Brun

TEL. # 248-3316

LIST ALL DIVISIONS OR SECTIONS IN YOUR AGENCY AUTHORIZED UNDER THIS AGREEMENT

Purchasing, Contracts, & Central Stores

Upon acceptance of your participation qualifications the State will provide communication software allowing you access to the VIP program. Please indicate the software disc size needed. (Check One)

x 5 1/4 DD             5 1/4 HD             3 1/2 DD             3 1/2 HD

Submit the following: Program qualification page, Cooperative Purchasing Agreement completed and signed, \$150.00 program administration fee and this information page.

SEND TO:

DEPARTMENT OF GENERAL SERVICES  
COOPERATIVE PURCHASING PROGRAM  
PURCHASING DIVISION  
1225 FERRY STREET SE  
SALEM, OR 97310

Commercial hardware and software needed to access the Vendor Information Program:

- Microcomputer with 80 column screen and serial port
- 2400 baud modem and a phone line. We recommend a basic IBM compatible, external modem. Some modems known to work with VIP are Supra 2400, US Robotics Courier and Sportsman, Avatex 2400E, and Hyundai HMD2401.
- DOS version 3.3 or higher
- PC printer

equip  
12-10-92