

# **ANNOTATED MINUTES**

Thursday, January 13, 2005 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

*Chair Diane Linn convened the meeting at 9:30 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.*

### **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER ROBERTS,  
SECONDED BY COMMISSIONER CRUZ, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-2)  
WAS UNANIMOUSLY APPROVED.***

### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

C-1 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to  
TODD W. DUNCAN

***RESOLUTION 05-012.***

C-2 RESOLUTION Authorizing the Execution of Deed D051993 for Repurchase  
of Tax Foreclosed Property by the Former Owners, JOHN D QUIGG &  
SUE D SULLIVAN

***RESOLUTION 05-009.***

### **REGULAR AGENDA**

***AT THE REQUEST OF CHAIR LINN AND UPON  
MOTION OF COMMISSIONER ROBERTS,  
SECONDED BY COMMISSIONER NAITO,  
CONSIDERATION OF THE FOLLOWING ITEM  
WAS UNANIMOUSLY APPROVED.***

### **NON-DEPARTMENTAL**

UC-1 PROCLAMATION Recognizing the Importance of Martin Luther King Jr. Day and Encouraging a Day of Service in Memory of Dr. King's Work and Sacrifice

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF UC-1. COMMISSIONER NAITO READ PROCLAMATION. PROCLAMATION 05-011 UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

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

**COMMISSIONER ROBERTS COMMENTS REGARDING YESTERDAY'S MOTOR VEHICULAR ACCIDENT RESULTING IN THE INJURY OF A YOUNG WOMAN PARTICIPATING IN THE ICE SKATING EVENT IN PORTLAND AND THE DEATH OF HER MOTHER. AT COMMISSIONER ROBERTS' REQUEST THE BOARD AGREED TO SEND THE FAMILY A LETTER OF CONDOLENCE.**

**OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS**

R-1 9:30 TIME CERTAIN: PUBLIC HEARING and Consideration of the Affordable Housing Development Program RESOLUTION Approving the Transfer of Tax Foreclosed Properties to Non-Profit Housing Sponsors for Housing Purposes

**COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-1. HC TUPPER EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONERS NAITO AND CRUZ. CHAIR LINN AND COMMISSIONER NAITO COMMENTS IN SUPPORT AND APPRECIATION FOR THE WORK OF STAFF AND THE TECHNICAL REVIEW COMMITTEE. STEVE MESSINETTI OF PORTLAND HABITAT FOR HUMANITY, TESTIMONY IN SUPPORT AND APPRECIATION.**

**SIMONE BROOKS, FORMER CLIENT AND CURRENT BOARD MEMBER OF PORTLAND COMMUNITY REINVESTMENT INITIATIVES, TESTIMONY IN SUPPORT AND APPRECIATION. COMMISSIONER CRUZ THANKED MR. MESSINETTI AND MS. BROOKS FOR THEIR LEADERSHIP. RESOLUTION 05-010 UNANIMOUSLY ADOPTED.**

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- R-2 NOTICE OF INTENT for Approval to Submit a Final Grant Request to the Mt. Hood Cable Regulatory Commission (MHCRC) for Full Funding of the Non-Recurring Costs Associated with the Establishment of More High Speed Wide Area Network Data Connections

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-2. BECKY PORTER AND RICK JACOBSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-3 Budget Modification BCS-07 Reclassifying One Position and Moving it from Information Technology to Property Valuation

**COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-3. BOB THOMAS EXPLANATION AND RESPONSE TO QUESTIONS OF CHAIR LINN AND COMMISSIONER NAITO. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS NAITO, CRUZ, ROJO AND LINN VOTING AYE.**

- R-4 Budget Modification BCS-08 Appropriating \$949,927 in Grants from the US Department of Justice to the Finance, Budget & Tax Office for Pass-through Payments to the Rockwood Neighborhood and Albina Weed & Seed Sites

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL**

**OF R-4. BOB THOMAS EXPLANATION. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

- R-5 **10:00 TIME CERTAIN:** Springwater Community Plan Briefing. Presented by Chuck Beasley, Ed Abrahamson and Terry Vanderkooy. 30 MINUTES REQUESTED.

**ED ABRAHAMSON AND TERRY VANDERKOOY,  
WITH CHUCK BEASLEY AND KRISTY LAKIN,  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND COMMENTS.**

- R-6 Reallocation of Facilities Capital Project Funds FPM-02, Multnomah County Justice Center Chiller #1 Upgrade Project

**COMMISSIONER ROBERTS MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-6. DOUG BUTLER EXPLANATION.  
COMMISSIONERS NAITO AND CRUZ COMMENTS  
IN APPRECIATION. BUDGET MODIFICATION  
UNANIMOUSLY APPROVED.**

- R-7 Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County Justice Center Sewer Macerator Project

**COMMISSIONER ROBERTS MOVED AND  
COMMISSIONER NAITO SECONDED, APPROVAL  
OF R-7. DOUG BUTLER EXPLANATION. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COUNTY HUMAN SERVICES**

- R-8 NOTICE OF INTENT to Apply for a Centers for Disease Control and Prevention (CDC) Intervention and Evaluation Trials to Prevent Intimate Partner Violence Grant

**COMMISSIONER ROJO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-8. CHIQUITA ROLLINS EXPLANATION.  
CHAIR LINN COMMENTS IN SUPPORT. NOTICE  
OF INTENT UNANIMOUSLY APPROVED.**



R-9 NOTICE OF INTENT to Apply for Several Grants to Support the Family Check-Up Pilot Project

**COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-9. TRACI GOFF AND AMY BAKER EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONER NAITO. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

R-10 NOTICE OF INTENT to Apply for a National Institute on Disability and Rehabilitation Research (NIDRR) Field Initiated Project Grant

**COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-10. TRACI GOFF EXPLANATION AND RESPONSE TO BOARD QUESTIONS, SUGGESTIONS AND COMMENTS IN SUPPORT. STAFF TO KEEP BOARD POSTED. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

R-11 NOTICE OF INTENT to Apply for an Oregon Criminal Justice Commission 2004 Formula Grant

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-11. LARRY LANGDON AND TRACI GOFF EXPLANATION AND RESPONSE TO BOARD QUESTIONS, COMMENTS AND SUGGESTIONS. CHAIR LINN DIRECTED STAFF TO WORK WITH DIANNE IVERSON PRIOR TO SUBMITTING GRANT APPLICATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF COMMUNITY JUSTICE**

R-12 Budget Modification DCJ-04 Reprogramming \$162,422 in Funds Reserved from Former Forest Camp Closure into Expanded JSD Accountability Programs

**COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-12. DAVID KOCH EXPLANATION AND**

***RESPONSE TO QUESTIONS OF COMMISSIONER CRUZ. BUDGET MODIFICATION UNANIMOUSLY APPROVED.***

R-13 Budget Modification DCJ-08 Reclassifying Three Positions in the Department of Community Justice

***COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-13. SHAUN COLDWELL EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONER CRUZ. BUDGET MODIFICATION APPROVED WITH COMMISSIONERS NAITO, CRUZ, ROBERTS AND LINN VOTING AYE.***

**DEPARTMENT OF HEALTH**

R-14 NOTICE OF INTENT to Submit a Proposal to the NIH Health Disparities Among Minority and Underserved Women Grant Competition

***COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-14. NOELLE WIGGINS EXPLANATION. ROCKWOOD COMMUNITY HEALTH WORKER ALICIA LOPEZ, AND COMMUNITY PARTNERS DENISE JOHNSON, GONZOLA GONZALES AND STAR WATERS COMMENTS IN SUPPORT. COMMISSIONER NAITO COMMENTS IN SUPPORT. MS. WIGGINS AND MS. WATERS RESPONSE TO A QUESTION OF COMMISSIONER NAITO REGARDING LEADERSHIP BUILDING. NOTICE OF INTENT UNANIMOUSLY APPROVED.***

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

R-15 RESOLUTION Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University [Continued from January 6, 2005]

***COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-15 WITH AMENDED LEASE. DEBRA CRAWFORD AND DOUG BUTLER EXPLANATION***

**AND RESPONSE TO QUESTIONS OF  
COMMISSIONERS CRUZ AND NAITO.  
RESOLUTION 05-005 UNANIMOUSLY ADOPTED,  
AS AMENDED.**

*There being no further business, the meeting was adjourned at 11:27 a.m.*

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Thursday, January 13, 2005 - 11:15 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah Building, First Floor Commissioners Conference Room 112  
501 SE Hawthorne Boulevard, Portland

**EXECUTIVE SESSION**

*Chair Diane Linn convened the meeting at 11:30 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.*

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

***EXECUTIVE SESSION HELD.***

*There being no further business, the meeting was adjourned at 11:48 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

***Deborah L. Bogstad***



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

*connecting citizens with information and services*

### **BOARD OF COMMISSIONERS**

**Diane Linn, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

**Maria Rojo de Steffey, Commission Dist. 1**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: [district1@co.multnomah.or.us](mailto:district1@co.multnomah.or.us)

**Serena Cruz, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: [serena@co.multnomah.or.us](mailto:serena@co.multnomah.or.us)

**Lisa Naito, Commission Dist. 3**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: [district3@co.multnomah.or.us](mailto:district3@co.multnomah.or.us)

**Lonnie Roberts, Commission Dist. 4**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

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**JANUARY 13, 2005 - REV**

### **BOARD MEETING**

### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 2	9:30 a.m. Public Hearing and Consideration of a Resolution Approving Transfer of Tax Foreclosed Properties to Non-Profit Housing Sponsors for Low-Income Housing Purposes
Pg 2	9:50 a.m. Reclassifying Position and Moving it from Information Technology to Property Valuation
Pg 3	10:00 a.m. Springwater Community Plan Briefing
Pg 3	11:05 a.m. Reclassifying Three Positions in the Department of Community Justice
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### **CONSENT CALENDAR - 9:30 AM**

#### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- C-1 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to TODD W. DUNCAN
- C-2 RESOLUTION Authorizing the Execution of Deed D051993 for Repurchase of Tax Foreclosed Property by the Former Owners, JOHN D QUIGG & SUE D SULLIVAN

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### **OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS - 9:30 AM**

- R-1 **9:30 TIME CERTAIN:** PUBLIC HEARING and Consideration of the Affordable Housing Development Program RESOLUTION Approving the Transfer of Tax Foreclosed Properties to Non-Profit Housing Sponsors for Housing Purposes

### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:45 AM**

- R-2 NOTICE OF INTENT for Approval to Submit a Final Grant Request to the Mt. Hood Cable Regulatory Commission (MHCRC) for Full Funding of the Non-Recurring Costs Associated with the Establishment of More High Speed Wide Area Network Data Connections
- R-3 Budget Modification BCS-07 Reclassifying One Position and Moving it from Information Technology to Property Valuation
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Multnomah County Oregon

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## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 12/16/04

**BUDGET MODIFICATION:** -

**Agenda Title:** RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to TODD W. DUNCAN

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

<b>Date Requested:</b>	January 13, 2005	<b>Time Requested:</b>	N/A
<b>Department:</b>	Business and Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>I/O Address:</b>	503/4/TT		
<b>Presenter(s):</b>	Consent Calendar		

### General Information

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

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to TODD W. DUNCAN.

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

The subject property is a triangular shaped parcel approximately 18' x 18' x 25' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on October 11, 1996. The parcel is located between 2843 N Terry, 2910 N Winchell and 7814 N Peninsular. It is situated in the backyard of the Peninsular property. The party who we propose to enter into a private sale with owns the Peninsular property.

The attached Exhibit A, a plat map shows the location of the property. The attached Exhibit B is an aerial photo that shows the location of the lot in relation to 7814 N Peninsular.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 276 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

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

The Private Sale will allow for the recovery of most of the delinquent taxes, fees and expenses (see Exhibit C).

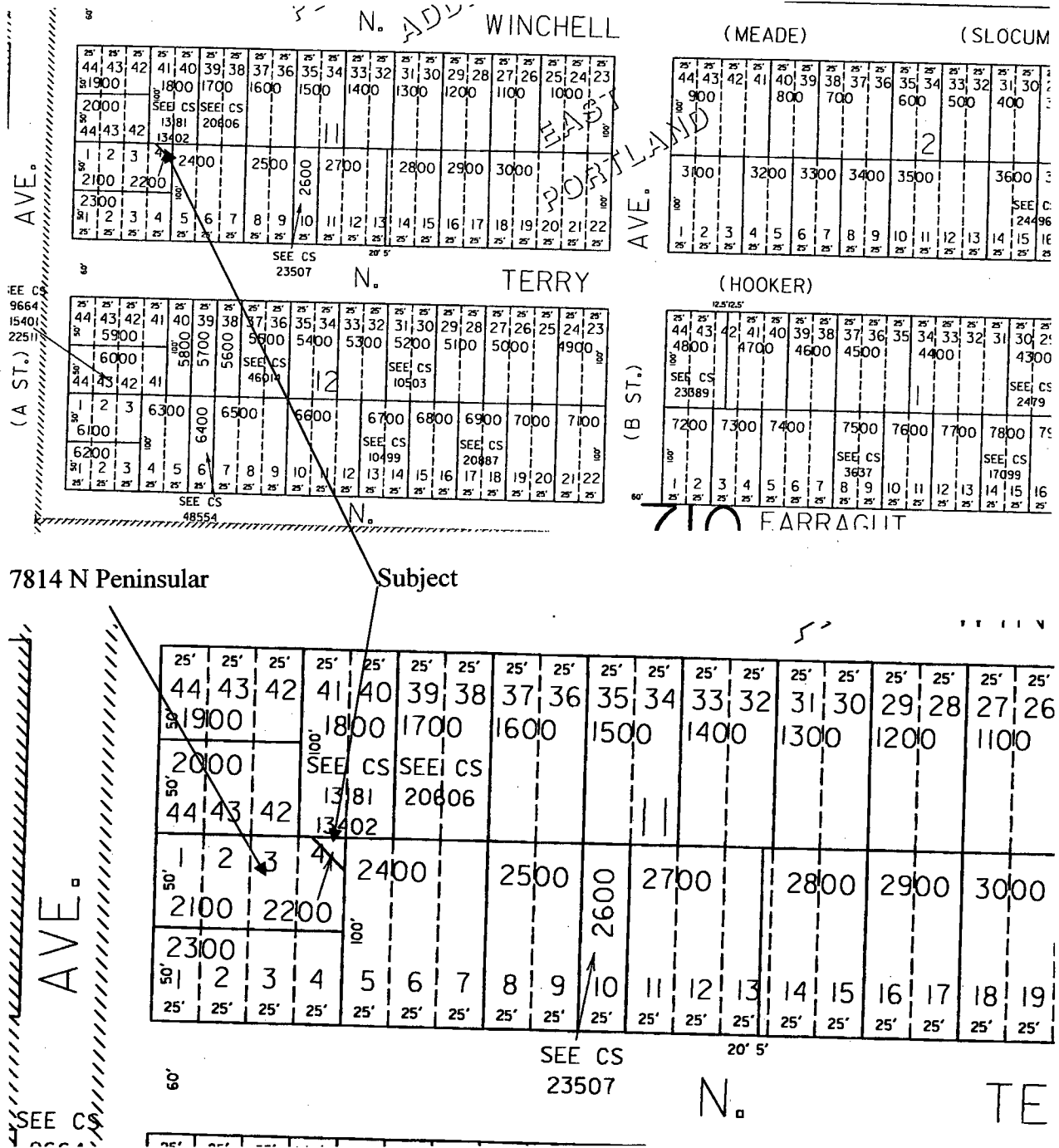
**4. Explain any legal and/or policy issues involved.**

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

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

No citizen or government participation is anticipated.

# EXHIBIT A



## EXHIBIT B



Subject

**EXHIBIT C**  
**PROPOSED PROPERTY LISTED FOR PRIVATE SALE**  
**FISCAL YEAR 2004-05**

**LEGAL DESCRIPTION:**

North ½ of Lots 1, 2, 3, and 4, Block 11 PENINSULAR ADDITION.

EXCEPT that part lying within the following described parcel of land:

Part of Lots 1, 2, 3, and 4, Block 11, PENINSULAR ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the northwest corner of Lot 1 in said Block 11 and running thence south along the west line of said Lot 1, 50 feet to a point; thence running east along a line parallel with the south line of said Block 11, 100 feet to a point in the east line of Lot 4; thence north along the east line of said Lot 4 to a point where a line running in a northwesterly and southeasterly direction 12-½ feet distant from and parallel with a straight line running from the southeast corner of Block 1 in FRANCIS' ADDITION TO ALBINA, in said City of Portland to the northwest corner of said Block 11 in said PENINSULAR ADDITION intersects said east line of said Lot 4; thence running in a northwesterly direction along said line which is parallel with and 12-½ feet distant from said line running from the southeast corner of said Block 1 in said FRANCIS' ADDITION to the northwest corner of said Block 11 in said PENINSULAR ADDITION to the north line of said Lot 4 in said Block 11; thence running west along the north line of said Lots 4, 3, 2, and 1 in said Block 11 to the place of beginning.

ADJACENT PROPERTY ADDRESS:	Between 7814 N Peninsular Ave
TAX ACCOUNT NUMBER:	R241663
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	Approximately 18' x 18' x 25' (276sf)
ASSESSED VALUE:	\$320.00

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:	\$219.27
TAX TITLE MAINTENANCE COST & EXPENSES:	38.00
RECORDING FEE:	\$26.00
SUB-TOTAL	\$283.27
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$250.00



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**Required Signatures**

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**Department/  
Agency Director:**

*Robert A Maestre*

**Date:** 12/13/04

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

## BOGSTAD Deborah L

---

**From:** GRACE Becky J  
**Sent:** Thursday, December 16, 2004 11:59 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: January 13 Agenda Duncan Private Sale

Hi Deb,  
Here is Chris's approval on the Duncan Private Sale!

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

**From:** CREAN Christopher D  
**Sent:** Wednesday, December 15, 2004 9:29 AM  
**To:** GRACE Becky J  
**Subject:** RE: January 13 Agenda Duncan Private Sale

Becky -

I have the proposed resolution and deed for the Duncan sale and they may be circulated for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Tuesday, December 14, 2004 3:11 PM  
**To:** CREAN Christopher D  
**Subject:** January 13 Agenda Duncan Private Sale

Hi Chris,  
Attached for your review and approval are the board agenda documents for the 13<sup>th</sup> of January Private Sale with Todd Duncan.

Thanks,

Becky Grace  
Tax Title, Multnomah County  
501 SE Hawthorne, Suite 310  
Portland, OR 97214  
503.988.3590 x27145

12/16/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the Private Sale of a Tax Foreclosed Property to TODD W. DUNCAN.

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

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes.
- b. The property has an assessed value of \$320 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 276 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. TODD W. DUNCAN has agreed to pay \$250, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

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

1. Upon Tax Title's receipt of the payment of \$250, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to TODD W. DUNCAN, the real property described in Exhibit A.

ADOPTED this 13th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## **EXHIBIT A (RESOLUTION)**

### **Legal Description:**

North ½ of Lots 1, 2, 3, and 4, Block 11 PENINSULAR ADDITION.

EXCEPT that part lying within the following described parcel of land:

Part of Lots 1, 2, 3, and 4, Block 11, PENINSULAR ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the northwest corner of Lot 1 in said Block 11 and running thence south along the west line of said Lot 1, 50 feet to a point; thence running east along a line parallel with the south line of said Block 11, 100 feet to a point in the east line of Lot 4; thence north along the east line of said Lot 4 to a point where a line running in a northwesterly and southeasterly direction 12-½ feet distant from and parallel with a straight line running from the southeast corner of Block 1 in FRANCIS' ADDITION TO ALBINA, in said City of Portland to the northwest corner of said Block 11 in said PENINSULAR ADDITION intersects said east line of said Lot 4; thence running in a northwesterly direction along said line which is parallel with and 12-½ feet distant from said line running from the southeast corner of said Block 1 in said FRANCIS' ADDITION to the northwest corner of said Block 11 in said PENINSULAR ADDITION to the north line of said Lot 4 in said Block 11; thence running west along the north line of said Lots 4, 3, 2, and 1 in said Block 11 to the place of beginning.

**Multnomah County Deed No.: D051994**

**Tax Account No.: R241633**

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

## Page 3 of 4 – Resolution

## **EXHIBIT A (DEED)**

### **Legal Description:**

North ½ of Lots 1, 2, 3, and 4, Block 11 PENINSULAR ADDITION.

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**Multnomah County Deed No.: D051994**

**Tax Account No.: R241633**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-012**

Authorizing the Private Sale of a Tax Foreclosed Property to TODD W. DUNCAN

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

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes.
- b. The property has an assessed value of \$320 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 276 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. TODD W. DUNCAN has agreed to pay \$250, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

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

1. Upon Tax Title's receipt of the payment of \$250, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to TODD W. DUNCAN, the real property described in Exhibit A.

ADOPTED this 13th day of January, 2005.

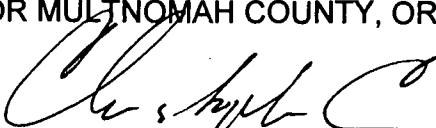


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

## **EXHIBIT A (RESOLUTION)**

### **Legal Description:**

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**Multnomah County Deed No.: D051994**

**Tax Account No.: R241633**



Until a change is requested, all tax statements  
Shall be sent to the following address:  
TODD W DUNCAN  
19700 NW MORGAN RD  
PORTLAND OR 97231-1604

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

**Deed D051994**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TODD W DUNCAN, Grantee, that certain real property located in the City of Portland, Multnomah County, Oregon more particularly described in Exhibit A.

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$250.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of January 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON

COUNTY OF MULTNOMAH

)  
) ss  
)

This Deed was acknowledged before me this 13th day of January 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

## **EXHIBIT A (DEED)**

### **Legal Description:**

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**Multnomah County Deed No.: D051994**

**Tax Account No.: R241633**

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19700 NW MORGAN RD  
PORTLAND OR 97231-1604

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

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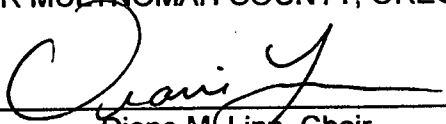
**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of January 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

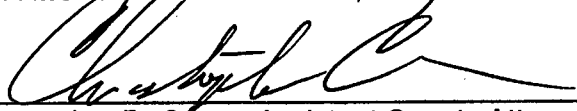


REVIEWED:

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

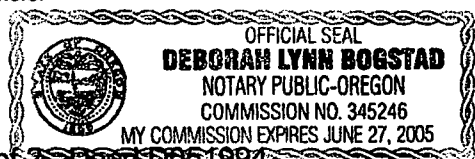
By   
Christopher D. Crean, Assistant County Attorney

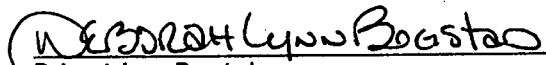
STATE OF OREGON

COUNTY OF MULTNOMAH

)  
) ss  
)

This Deed was acknowledged before me this 13th day of January 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

**EXHIBIT A (DEED)**

**Legal Description:**

North ½ of Lots 1, 2, 3, and 4, Block 11 PENINSULAR ADDITION.

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**Multnomah County Deed No.: D051994**

**Tax Account No.: R241633**



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 12/15/04

### BUDGET MODIFICATION:

**Agenda Title:** RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property to the Former Owners JOHN D QUIGG & SUE D SULLIVAN

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

<b>Date Requested:</b>	January 13, 2005	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Business and Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.:</b>	22591
<b>Presenter(s):</b>	Gary Thomas		
<b>I/O Address:</b>	503/4/TT		

### General Information

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

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property by the former owners JOHN D QUIGG & SUE D SULLIVAN.

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

The subject property (as shown in Exhibit A) was foreclosed on for delinquent property taxes and came into County ownership on September 28, 2004. A letter dated October 25, 2004 was sent to the former owners of record, providing the opportunity to repurchase the property. The former owners came in on December 1, 2004 and requested to repurchase the property. A check for the full payment was received on December 10, 2004 as well as proof of payment of City Liens.

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

The repurchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

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

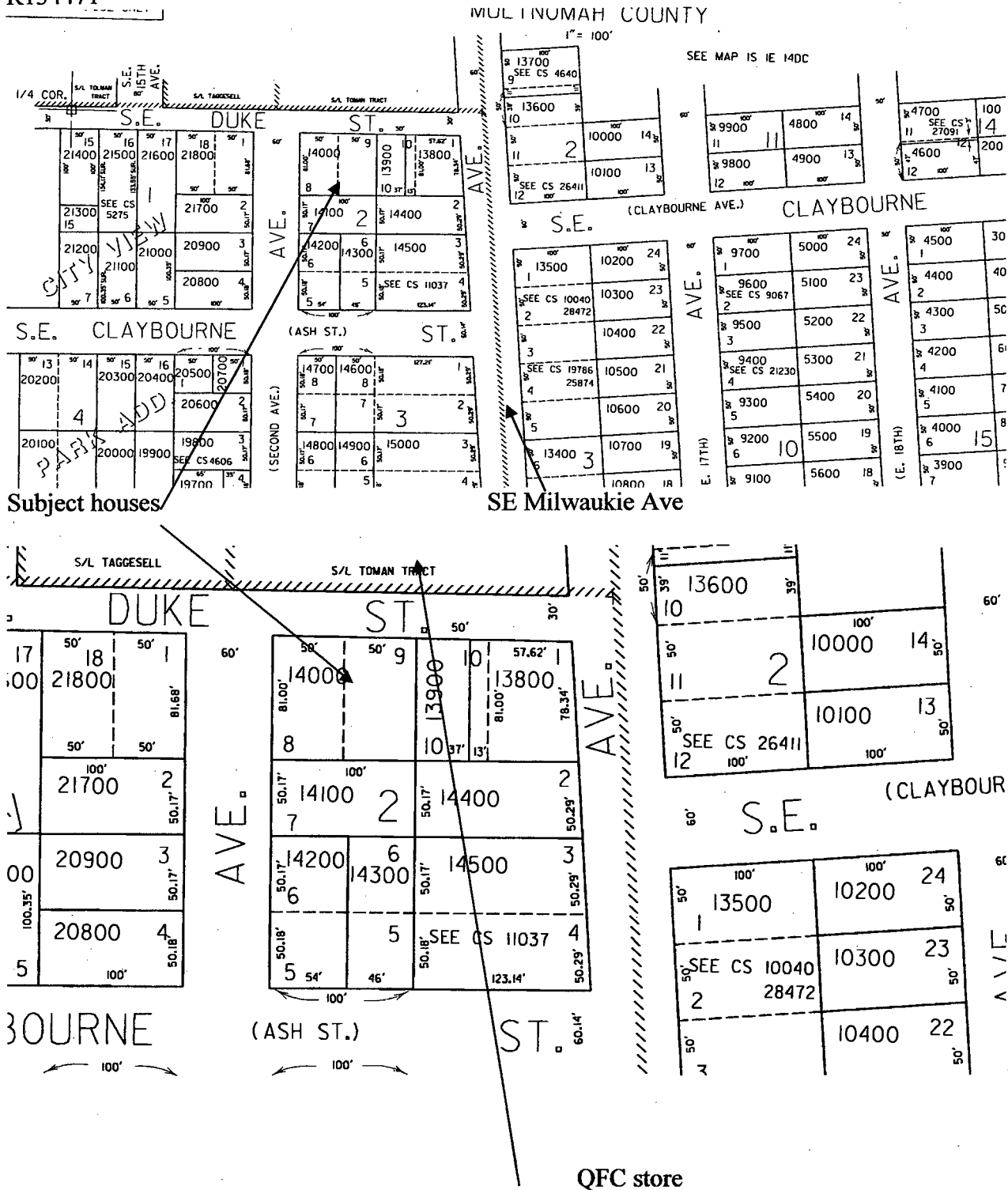
Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to repurchase a property foreclosed on for delinquent property taxes. However if the timeline expires without the former owner repurchasing the property and it has not been otherwise disposed of, there is nothing in the Code that precludes the County from selling the property to the former owner.

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

No citizen or government participation is anticipated.

# EXHIBIT A

R134471



SE Duke is one way going west off of Milwaukie

**EXHIBIT B**  
**PROPOSED PROPERTY LISTED FOR REPURCHASE**  
**FISCAL YEAR 2004-05**

**LEGAL DESCRIPTION:**

Lot 8 and 9, Block 2 of City View Park Addition Plat No. 2, located in the City of Portland, Multnomah County, and State of Oregon.

PROPERTY ADDRESS:	1604-1622 SE Duke ST
TAX ACCOUNT NUMBER:	R134471
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	8,100
ASSESSED VALUE:	\$284,750

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:	\$26,976.08
TAX TITLE MAINTENANCE COST & EXPENSES:	\$1680.05
PENALTY & FEE:	\$893.49
RECORDING FEE:	\$26.00
CITY LIENS: (Proof of Payment from the City has been received)	\$28,393.94
SUB-TOTAL	\$29,575.62
MINIMUM PRICE REQUEST FOR REPURCHASE	\$29,575.62



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**Required Signatures**

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**Department/  
Agency Director:**

Robert A Maestre

**Date:** 12/14/04

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Tuesday, December 14, 2004 3:45 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Resending January 13 Agenda Documents Quigg Repurchase

Here you go Deb, I hope you and your husband are enjoying the Holidays!

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

**From:** CREAN Christopher D  
**Sent:** Tuesday, December 14, 2004 9:49 AM  
**To:** GRACE Becky J  
**Subject:** RE: Resending January 13 Agenda Documents Quigg Repurchase

Thanks Becky. I have reviewed the attached resolution and deed and they may circulated for signature as drafted.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Tuesday, December 14, 2004 9:14 AM  
**To:** CREAN Christopher D  
**Subject:** Resending January 13 Agenda Documents Quigg Repurchase

Hi Chris,

I made a change on the deed per records management (JOHN D QUIGG ½ & SUE D SULLIVAN ½) so I am resending the Quigg repurchase for the Jan 13<sup>th</sup> Agenda for your review and approval.

Thanks,

Becky Grace  
Tax Title, Multnomah County  
501 SE Hawthorne, Suite 310  
Portland, OR 97214  
503.988.3590 x27145

12/15/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the execution of deed D051993 for repurchase of Tax Foreclosed Property by the former owners, JOHN D QUIGG & SUE D SULLIVAN.

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

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and JOHN D QUIGG & SUE D SULLIVAN are the former owners of record.
- b. JOHN D QUIGG & SUE D SULLIVAN have applied to the County to repurchase the property for \$29,575.62, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received payment in the amount of \$29,575.62 from JOHN D QUIGG & SUE D SULLIVAN.

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

1. The Chair is authorized to execute Deed D051993 conveying to the former owners the following described real property located in the City of Portland, Multnomah County, Oregon:

Lot 8 and 9, of Block 2 of City View Park Addition Plat No. 2

ADOPTED this 13th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN D QUIGG 1/2 & SUE D SULLIVAN 1/2, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$29,575.62.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of January 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**Diane M. Linn, Chair**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-009**

Authorizing the Execution of Deed D051993 for Repurchase of Tax Foreclosed Property by the Former Owners, JOHN D QUIGG & SUE D SULLIVAN

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

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and JOHN D QUIGG & SUE D SULLIVAN are the former owners of record.
- b. JOHN D QUIGG & SUE D SULLIVAN have applied to the County to repurchase the property for \$29,575.62, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received payment in the amount of \$29,575.62 from JOHN D QUIGG & SUE D SULLIVAN.

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

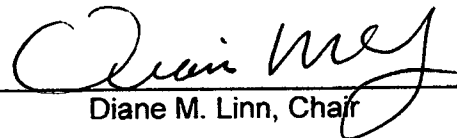
1. The Chair is authorized to execute Deed D051993 conveying to the former owners the following described real property located in the City of Portland, Multnomah County, Oregon:

Lot 8 and 9, of Block 2 of City View Park Addition Plat No. 2

ADOPTED this 13th day of January, 2005.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN D QUIGG 1/2 & SUE D SULLIVAN 1/2, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$29,575.62.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 13th day of January 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**Diane M. Linn, Chair**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

This Deed was acknowledged before me this 13th day of January 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.


**Deborah Lynn Bogstad**  
**Notary Public for Oregon**  
**My Commission expires: 6/27/05**

**After recording, return to:**  
**MULTNOMAH COUNTY**  
**TAX TITLE DIVISION**  
**503/4**

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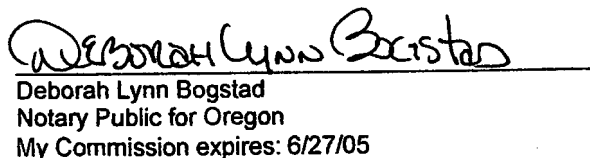
  
Diane M. Linn, Chair



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

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

This Deed was acknowledged before me this 13th day of January 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: UC-1  
Est. Start Time: 9:30 AM  
Date Submitted: 01/11/05

### BUDGET MODIFICATION:

**Agenda Title:** PROCLAMATION Recognizing the Importance of Martin Luther King Jr. Day and Encouraging a Day of Service in Memory of Dr. King's Work and Sacrifice

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

**Date Requested:** January 13, 2005  
**Time Requested:** 3 Minutes  
**Department:** Non-Departmental  
**Division:** District 3  
**Contact(s):** Joe Baessler, Terri Naito  
**Phone:** 503-988-5217 **Ext.** 85217 **I/O Address:** 503/6  
**Presenter(s):** Commissioner Lisa Naito

### General Information

1. What action are you requesting from the Board?  
Unanimous Approval of proclamation
2. Please provide sufficient background information for the Board and the public to understand this issue.  
Martin Luther King Jr. Gave his life to public service and working to end discrimination. The Proclamation supports his life and work and encourages the citizens of Multnomah County to give service to their community.
3. Explain the fiscal impact (current year and ongoing).  
None
4. Explain any legal and/or policy issues involved.  
None
5. Explain any citizen and/or other government participation that has or will take place.  
None

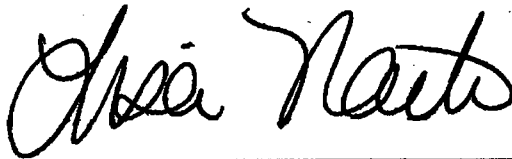


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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** January 7, 2005

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

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**From:** BAESSLER Joseph E

**Sent:** Tuesday, January 11, 2005 12:05 PM

**To:** ROMERO Shelli D; CARROLL Mary P; WALKER Gary R; WEST Kristen; BALL John; SMITH Andy J; BOGSTAD Deborah L; NAITO Lisa H; NAITO Terri W

**Subject:** MLK Proclamation

Here is a draft of the Martin Luther King Jr. Day Proclamation. Please look it over and let me know if you have any suggestions or concerns. We are asking that it be put on the January 13<sup>th</sup> meeting agenda as a unanimous consent item.

Joe Baessler  
District 3  
8-4576

1/11/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Recognizing the Importance of Martin Luther King Jr. Day and Encouraging a Day of Service in Memory of Dr. King's Work and Sacrifice

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

- a. On January 17, 2005 we celebrate Martin Luther King Jr. Day nationally and here in Multnomah County.
- b. Dr. Martin Luther King was born in Alabama. Both his Grandfather and Father were pastors at Ebenezer Baptist Church. Dr. King returned to start his ministry in Alabama after receiving his Ph.D. in systematic theology in 1955.
- c. Dr. King rose to the national scene in 1956 during the Montgomery Bus Boycotts. As a student of Mahatma Gandhi, Dr. King directed the civil rights movement with a nonviolent strategy for social change. The Boycotts led to a United State Supreme Court ruling that Alabama's segregation laws were unconstitutional.
- d. Dr. King founded the Southern Christian Leadership Conference (SCLC) in 1957 in order to build on the success of the Montgomery Bus Boycott. He led many successful campaigns for social justice including the Freedom Rides and the Albany Movement. These campaigns helped the passage of the Civil Rights Act of 1964.
- e. Throughout his life, Dr. Martin Luther King Jr. was honored for his work at ending discrimination through nonviolent means. He was the youngest man to receive the Nobel Peace Prize in 1964. Dr. King was also named Time Magazines Man of the Year a year earlier in 1963.
- f. Dr. King was assassinated on April 4, 1968 in Memphis, Tennessee on the balcony outside his second-floor room at the Lorraine Motel.
- g. Multnomah County is committed to equal rights for all its citizens. In 2001, Multnomah County adopted a nondiscrimination ordinance in employment, housing and public accommodations.
- h. As one of its first actions in 2005, the Board of Commissioners denounced hate and racial discrimination in Resolution 05-003.
- j. The Multnomah County Board of Commissioners has consistently passed resolutions and ordinances that have expanded the rights of the citizens of

Multnomah County and have given more protections from discrimination to its citizens.

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

1. The Board of County Commissioners recognizes the significance of the life of Martin Luther King Jr. and the importance of his work in the struggle to ensure equal rights for all people.
2. The Board of County Commissioners encourages the citizens of Multnomah County to celebrate Martin Luther King Jr. Day and use it as a day of service to our community.
3. The Board of County Commissioners supports the Multnomah County Managers of Color in their sponsorship of the Martin Luther King Jr. Day celebration.

ADOPTED this 13th of January, 2005.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

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Diane M. Linn, County Chair

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Maria Rojo de Steffey,  
Commissioner District 1

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Serena Cruz,  
Commissioner District 2

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Lisa Naito,  
Commissioner District 3

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Lonnie Roberts,  
Commissioner District 4

**UNANIMOUS CONSENT ITEM:**

**CHAIR LINN WILL ASK FOR A MOTION FOR  
CONSIDERATION OF A UNANIMOUS CONSENT  
ITEM**

**COMMISSIONER \_\_\_\_\_ MOVES  
COMMISSIONER \_\_\_\_\_ SECONDS  
CONSIDERATION OF A UNANIMOUS CONSENT  
ITEM**

**ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_?  
THE MOTION FAILS  
OR  
THE CONSIDERATION IS APPROVED**

**NON-DEPARTMENTAL**

**UC-1 PROCLAMATION Recognizing the Importance of Martin Luther King Jr.  
Day and Encouraging a Day of Service in Memory of Dr. King's Work and  
Sacrifice**

**COMMISSIONER \_\_\_\_\_ MOVES  
COMMISSIONER \_\_\_\_\_ SECONDS  
APPROVAL OF UC-1**

**COMMISSIONER NAITO EXPLANATION, READ  
PROCLAMATION, RESPONSE TO QUESTIONS**

**OPPORTUNITY FOR PUBLIC TESTIMONY**

**OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_?**

**THE MOTION FAILS  
OR  
THE PROCLAMATION IS ADOPTED**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 05-011**

Recognizing the Importance of Martin Luther King Jr. Day and Encouraging a Day of Service in Memory of Dr. King's Work and Sacrifice

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

- a. On January 17, 2005 we celebrate Martin Luther King Jr. Day nationally and here in Multnomah County.
- b. Dr. Martin Luther King was born in Alabama. Both his Grandfather and Father were pastors at Ebenezer Baptist Church. Dr. King returned to start his ministry in Alabama after receiving his Ph.D. in systematic theology in 1955.
- c. Dr. King rose to the national scene in 1956 during the Montgomery Bus Boycotts. As a student of Mahatma Gandhi, Dr. King directed the civil rights movement with a nonviolent strategy for social change. The Boycotts led to a United State Supreme Court ruling that Alabama's segregation laws were unconstitutional.
- d. Dr. King founded the Southern Christian Leadership Conference (SCLC) in 1957 in order to build on the success of the Montgomery Bus Boycott. He led many successful campaigns for social justice including the Freedom Rides and the Albany Movement. These campaigns helped the passage of the Civil Rights Act of 1964.
- e. Throughout his life, Dr. Martin Luther King Jr. was honored for his work at ending discrimination through nonviolent means. He was the youngest man to receive the Nobel Peace Prize in 1964. Dr. King was also named Time Magazines Man of the Year a year earlier in 1963.
- f. Dr. King was assassinated on April 4, 1968 in Memphis, Tennessee on the balcony outside his second-floor room at the Lorraine Motel.
- g. Multnomah County is committed to equal rights for all its citizens. In 2001, Multnomah County adopted a nondiscrimination ordinance in employment, housing and public accommodations.
- h. As one of its first actions in 2005, the Board of Commissioners denounced hate and racial discrimination in Resolution 05-003.
- j. The Multnomah County Board of Commissioners has consistently passed resolutions and ordinances that have expanded the rights of the citizens of


Multnomah County and have given more protections from discrimination to its citizens.

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

1. The Board of County Commissioners recognizes the significance of the life of Martin Luther King Jr. and the importance of his work in the struggle to ensure equal rights for all people.
2. The Board of County Commissioners encourages the citizens of Multnomah County to celebrate Martin Luther King Jr. Day and use it as a day of service to our community.
3. The Board of County Commissioners supports the Multnomah County Managers of Color in their sponsorship of the Martin Luther King Jr. Day celebration.

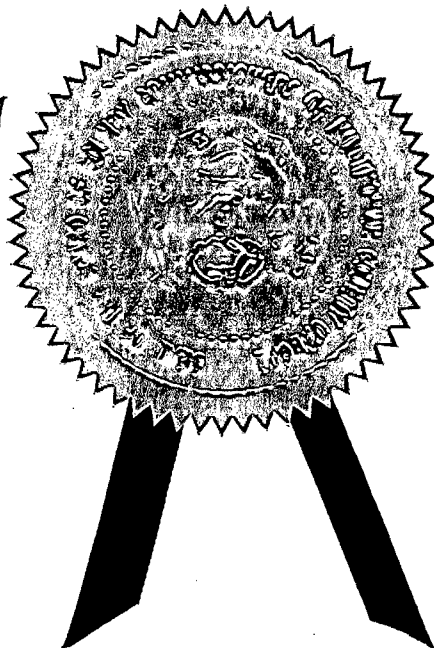
ADOPTED this 13th of January, 2005.

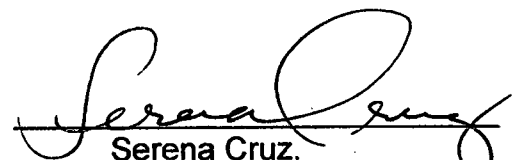
**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

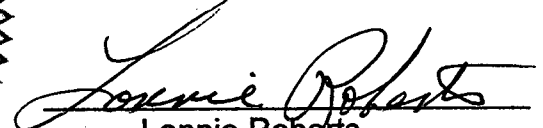
  
Diane M. Linn, County Chair

  
Maria Rojo de Steffey,  
Commissioner District 1

  
Lisa Naito,  
Commissioner District 3



  
Serena Cruz,  
Commissioner District 2

  
Lonnie Roberts,  
Commissioner District 4



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 12/17/04

BUDGET MODIFICATION: -

**Agenda Title:** Public Hearing and Consideration of a Resolution Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors for Low Income Housing Purposes

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

Date Requested:	January 13, 2005	Time Requested:	15 minutes
Department:	OSCP	Division:	OSCP
Contact(s):	HC Tupper		
Phone:	503/988-3114	Ext.	83114
	I/O Address:		166/200
Presenter(s):	HC Tupper		

### General Information

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

Adopt resolution approving transfer of two tax-foreclosed properties to qualified non profit corporations for the purpose of developing affordable housing for low income citizens of our community.

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

The Affordable Housing Review Committee is authorized under MCC Sections 7.405 and 7.408 to make recommendations to the Board regarding the donation of tax foreclosed property to qualified non-profit corporations to develop low-income housing. Attached is the committee report that includes: a matrix summary of the properties, agency applicants, committee recommendation and rating report for each application submitted.

**The committee recommends transfer of two properties to different non-profit corporations at nominal cost for the purpose of the development of affordable housing.** Each of the two properties received four competing applications. All of the applications received were complete, feasible, and met AHDP goals. The committee weighed the entire package of benefits each agency



brought to bear on the proposed project: including services provided to the renter or homebuyer, financing plan and the actual housing costs it generated and affordability of the construction.

**1. North Portland Property.**

Portland Habitat for Humanity applied for transfer of property at the former 3964 North Borthwick Avenue. Portland Habitat intends to build two, 3 bedroom houses for sale to families between 30%-50% of the area median income. The Committee recommends that Portland Habitat be awarded this property. Portland Habitat sells properties to families with lower incomes and at lower costs than other non-profit agencies can match. They are able to achieve such a level of affordability through volunteer labor and corporate sponsorship of housing construction costs coupled with 0% permanent mortgage financing. Portland Habitat uses deed restrictions and a second mortgage mechanism to ensure that the property is resold to a lower income family for a period of 30 years. This compelling benefit package persuaded the Committee that using the current AHDP guidelines Portland Habitat should be awarded this property.

The Committee believes the most important social use of the land subsidy is keeping the properties affordable for as long as possible. To this end, we are requesting that Portland Habitat partner with a land trust agency to blend their affordability strategies with the long term affordability of land trust ownership. The Committee intends to meet and discuss whether to bring to the Board of Commissioners a recommendation to make "permanent affordability," effectively meaning land trust ownership, a threshold requirement of the homeownership applications to the AHDP. With the market dictating that fewer properties are coming into County ownership through property tax foreclosure, the County should be very specific concerning the social benefits it wishes to achieve through the AHDP transfers.

**2. Northeast Portland Property.**

The Committee is recommending that Portland Community Reinvestment Initiatives (PCRI) be awarded the property at the former 5206 NE 14<sup>th</sup> Place. PCRI proposes to build a rental duplex, each unit containing three bedrooms and 1.5 baths, for homeless families and special needs families at 30-40% of the area median income. This is a very persuasive application and meets the highest priority objectives of the County and City of Portland in the *Consolidated Plan for 2000-2005*, which identifies the housing and community development goals and priorities for the region. During the development term of this project, PCRI will also acquire the assets and liabilities of the Albina Community Development Corporation. This is a large undertaking that will effectively double the real estate holdings and management responsibilities of PCRI. PCRI has assured the Committee that developing this project will not overburden their organization as they undertake the Albina CDC acquisition. The Committee has requested that PCRI assign a project manager responsible for the 14<sup>th</sup> Place project and that they provide an updated project schedule in three months as the effects of the Albina CDC acquisition on staffing and administration become more fully known.

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

The two properties recommended for transfer represent a total of \$27,957.19 in unpaid taxes and expenses owed to the county. The county assessor's records report the most recent value of these properties to be \$114,290.00. The recommended recipients for the properties propose to generate approximately \$630,000.00 in development funding to carry out the proposed projects. This is a development contribution ratio of about \$6.00 for every \$1.00 of assessed value.

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

Under MCC 7.408(C), the committee must prepare disposition recommendations to the Board based on the sponsoring organization's stability and viability, the project and financial plans and community support.

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

All program applicants are required to demonstrate community support for their proposed projects. The County Citizen Involvement Committee, the cities of Portland and Gresham, and each of the Multnomah County Commissioners have a member on the AHDP review committee. The final hearing was noticed in the local newspaper and is scheduled at a regular public meeting of the Board. Both the Woodstock neighborhood association and interested neighborhood individuals have been notified of the public meeting presenting the AHDP Review Committee recommendations.

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**Required Signatures**

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**Department/  
Agency Director:**

 J. T. Paer

**Date:** 12/16/04

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

PROPERTY	APPLICANT	PROPOSAL BRIEF	TAXES & EXPENSES	TOTAL PROJECT COSTS	RECOMMENDATION
1. Former 3964 N. Borthwick #R131135 \$63,800 - Market Value 5000 S/F	Portland YouthBuilders	New Const. 2-SFRs 3 bdrm, \$110,600-sale <u>PCLT/ , 70%AMI</u>	\$6,501.86	\$334,608.00	Deny Transfer
	Portland Habitat	New Const. 2-SFRs 3 bdrm, 30 yr aff. \$75,000 <u>Sale/30-50%AMI</u>		\$150,000.00	Approve Transfer
	HOST Development	New Const. 2-SFRs 3 bdrm, \$116,000-sale <u>PCLT/ , 65%AMI</u>		\$232,000.00	Deny Transfer
	Sabin CDC	New Const. 2-SFRs 3 bdrm, \$103,500-sale <u>land trust, 70%AMI</u>		\$331,009.00	Deny Transfer
2. Former 5206 NE 14 <sup>th</sup> Place #R295108 \$50,490- Market Value 5000 S/F	Portland YouthBuilders	New Const. 2-SFRs 3 bdrm, \$113,000-sale <u>SabinLT/ , 70%AMI</u>	\$21,455.33	\$321,508.00	Deny Transfer
	Portland Habitat	New Const. 2-SFRs 3 bdrm, 30 yr aff. \$75,000 <u>Sale/30-50%AMI</u>		\$150,00.00	Deny Transfer
	HOST Development	New Const. One -SFR 4 bdrm, \$119,000-sale <u>PCLT/ , 65%AMI</u>		\$119,000.00	Deny Transfer
	PCRI	New Const. 2-SFRs Rental, Spec. needs tenants 60 yr. Aff., 30-40% AMI		\$330,724.00	Approve Transfer

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

Applicant: Portland YouthBuilders

Neighborhood: Boise

Property Location: Former 3964 N. Borthwick Ave., Portland, OR

Legal Description: Lot 15, Block 20, CENTRAL ALBINA, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R131135

**Description of Project and Proposed Use:** Portland YouthBuilders proposes to build two new three-bedroom homes at this site for sale to buyers between 70-80% of the area median income. The project proposes a partnership between Portland YouthBuilders as construction contractor with development assistance from the Housing Development Center. Portland Community Land Trust (PCLT) will be the ultimate owner seller and property marketer as well as continuing affordability monitor. Only the physical improvements are conveyed to the buyer. The land is held in trust by PCLT and resale is restricted through a land lease with the buyer. The proposed cost of each home is \$110,600.00. Construction financing for the project will be provided by local banks and the equity gap funding will be sought from the City of Portland. Permanent mortgage financing is expected to come from buyers through conventional lenders.

**Property Value:** \$63,800.00

**Taxes & Costs:** \$6,501.86

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from Portland YouthBuilders. A compelling partnership between Portland YouthBuilders, the Portland Community Land Trust and HDC is presented. The youth construction job training component of the project plan is unique. The Committee is recommending a project that reaches lower income buyers and provides lower selling price and lower cost financing.

**Program Criteria:** The Portland YouthBuilders proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received homeownership bonus points for longer term affordability and no points for pledging to house very low income persons.

**MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report**

**Dated: November 23, 2004**

Applicant: Portland Habitat for Humanity

Neighborhood: BOISE

Property Location: Former 3964 N. Borthwick Ave., Portland, OR

Legal Description: Lot 15, Block 20, CENTRAL ALBINA, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R131135

**Description of Project and Proposed Use:** Sponsor proposes to build two, 3-bedroom single-family houses for sale to families earning 30-50% of the area median income. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$75,000.00. The houses are sold with 30 year resale restrictions attached to the deed, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value of the residence. Portland Habitat ensures that buyers' mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor.

**Property Value: \$63,800.00**

**Taxes & Costs: \$6,501.86**

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The Committee supports this strong application from Portland Habitat providing home ownership opportunity for very low-income families. Portland Habitat has been an effective and expeditious developer of County tax-foreclosed properties through the AHDP. Portland Habitat revised their encumbrance documents to meet the new AHDP guideline of a minimum 30 year affordability term. The Habitat documents set clear resale restrictions and give the agency the first right to repurchase the property during the term of the mortgage. The Committee noted the adjustment in qualified buyer income by Portland Habitat contemplating purchasers at 30-50% of median income. The Committee would like to recommend that Portland Habitat partner with a land trust agency, to blend its formidable ability to keep costs low with the long term affordability offered by the land trust model.

**Program Criteria:** The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received no homeownership bonus points for longer term affordability and points for pledging to house very low income persons.

**MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report**

**Dated: November 23, 2004**

Applicant: HOST Development

Neighborhood: Boise

Property Location: Former 3964 N. Borthwick Ave., Portland, OR

Legal Description: Lot 15, Block 20, CENTRAL ALBINA, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R131135

**Description of Project and Proposed Use:** HOST Development proposes to build two new three-bedroom homes at this site for sale to buyers between 65–80% of the area median income. Portland Community Land Trust (PCLT) will be the ultimate owner seller and property marketer as well as continuing affordability monitor. Only the physical improvements are conveyed to the buyer. The land is held in trust by PCLT and resale is restricted through a land lease with the buyer. The proposed cost of each of the homes is \$116,000.00. Permanent mortgage financing is expected to come from conventional lenders and construction financing through the agency's letter of credit with a local bank.

**Property Value: \$63,800.00**

**Taxes & Costs: \$6,501.86**

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from HOST Development. A strong development proposal is presented with credible financing plans and utilizing the long term affordability provided through a land trust partnership with PCLT. The Committee is recommending a project that reaches lower income buyers and provides lower selling price and lower cost financing.

**Program Criteria:** The HOST Development proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received homeownership bonus points for longer term affordability and no points for pledging to house very low income persons.

**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

Applicant: Sabin Community Development Corporation                      Neighborhood: Boise  
Property Location: Former 3964 N. Borthwick Ave., Portland, OR  
Legal Description: Lot 15, Block 20, CENTRAL ALBINA, in the City of Portland, County of Multnomah and State of Oregon.  
Tax Account Number:                      R131135

**Description of Project and Proposed Use:** Sabin Community Development Corporation proposes to build two new three-bedroom homes at this site for sale to buyers between 65–80% of the area median income. The Sabin land trust will be the ultimate owner seller and property marketer as well as continuing affordability monitor. The proposed cost of the home is \$103,500.00. Permanent mortgage financing is expected to come from conventional lenders and construction financing also through with equity gap sought from the City of Portland.

**Property Value:** \$63,800.00

**Taxes & Costs:** \$6,501.86

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from Sabin CDC. The development partnership with between Sabin and the Housing Development Center has produced good results for both agencies. The comparatively low selling price was noticed by the committee, the lowest provided by conventionally financed projects. The Committee is recommending a project that reaches lower income buyers and provides lower selling price and lower cost financing.

**Program Criteria:** The Sabin CDC proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received homeownership bonus points for longer term affordability and no points for pledging to house very low income persons. The bonus points for serving very low income buyers require that the project is demonstrably affordable to persons at 10% lower than 65%AMI. The completed home could then be marketed to buyers between 55% and 65% of the AMI.

**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

Applicant: Portland YouthBuilders

Neighborhood: Vernon

Property Location: Former 5206 NE 14<sup>th</sup> Place, Portland, OR

Legal Description: Lot 8, Block 21, VERNON, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R295108

**Description of Project and Proposed Use:** Portland YouthBuilders proposes to build two new three-bedroom homes at this site for sale to buyers between 70–80% of the area median income. The project proposes a partnership between Portland YouthBuilders as construction contractor with development assistance from the Housing Development Center. Sabin Community Land Trust (Sabin CLT) will be the ultimate owner, seller and property marketer as well as continuing affordability monitor. The proposed cost of each of the homes is \$113,000.00. Permanent mortgage financing is expected to come from lenders using the State of Oregon Homeownership Bond interest rates.

**Property Value: \$50,490.00**

**Taxes & Costs: \$21,455.33**

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from Portland YouthBuilders. A compelling partnership between, Portland YouthBuilders, the Sabin Community Land Trust and the Housing Development Center is presented. The Committee is recommending a rental housing proposal which provides housing to very low income and special needs families.

**Program Criteria:** The Portland YouthBuilders proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received homeownership bonus points for longer term affordability and no points for pledging to house very low income persons.



**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

**Applicant:** Portland Habitat for Humanity

**Neighborhood:** Vernon

**Property Location:** Former 5206 NE 14<sup>th</sup> Place, Portland, OR

**Legal Description:** Lot 8, Block 21, VERNON, in the City of Portland, County of Multnomah and State of Oregon.

**Tax Account Number:** R295108

**Description of Project and Proposed Use:** Sponsor proposes to build a 4-bedroom single family house for sale to families earning 30-50% of the area median income. Families must invest 400 hours of their own labor toward the construction of the house or on other Portland Habitat projects. The average sale price of completed Habitat homes is \$75,000.00. The houses are sold with resale restrictions, a 0% interest first mortgage to qualified buyers and a second mortgage capitalized by the difference between the sales price and the appraised value of the residence. Portland Habitat ensures that buyers' mortgage repayments, taxes and insurance do not exceed 25% of the family's gross income. Portland Habitat keeps development costs low through donations, corporate sponsorship and volunteer labor.

**Property Value:** \$50,490.00

**Taxes & Costs:** \$21,455.33

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from Portland Habitat providing home ownership opportunity for very low-income families. Portland Habitat has been an effective and expeditious developer of County tax-foreclosed properties through the AHDP. Portland Habitat revised their encumbrance documents to meet the new AHDP guideline of a minimum 30 year affordability term. The Habitat documents set clear resale restrictions and give the agency the first right to repurchase the property during the term of the mortgage. The Committee noted the adjustment in qualified buyer income by Portland Habitat contemplating purchasers at 30-50% of median income. The committee supports a competing application proposing rental housing for very low income and special needs families.

**Program Criteria:** The Portland Habitat proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received no homeownership bonus points for longer term affordability and points for pledging to house very low income persons.

**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

Applicant: HOST Development

Neighborhood: Vernon

Property Location: Former 5206 NE 14<sup>th</sup> Place, Portland, OR

Legal Description: Lot 8, Block 21, VERNON, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R295108

**Description of Project and Proposed Use:** HOST Development proposes to build a large, new four-bedroom single family home at this site for sale to buyers between 65 – 80% of the area median income. Portland Community Land Trust (PCLT) will be the ultimate owner, seller and property marketer as well as continuing affordability monitor. The proposed cost of the home is \$119,000.00. Permanent mortgage financing is expected to come from conventional lenders and construction financing through the agency's letter of credit with a local bank.

**Property Value:** \$50,490.00

**Taxes & Costs:** \$21,455.33

**Committee Recommendation:** The Committee recommends denial of this application as described.

**Committee Comments:** The Committee commends this strong application from HOST Development. A strong development proposal is presented with credible financing plans and utilizing the long term affordability provided through a land trust partnership with PCLT. The Committee is recommending a rental housing proposal which provides housing to very low income and special needs families.

**Program Criteria:** The HOST Development proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received homeownership bonus points for longer term affordability and no points for pledging to house very low income persons.

**MULTNOMAH COUNTY**  
**AFFORDABLE HOUSING DEVELOPMENT PROGRAM**  
**Technical Review Committee**  
**Project Ranking Report**

**Dated: November 23, 2004**

Applicant: Portland Community Reinvestment Initiatives, Inc. (PCRI) Neighborhood: Vernon

Property Location: Former 5206 NE 14<sup>th</sup> Place, Portland, OR

Legal Description: Lot 8, Block 21, VERNON, in the City of Portland, County of Multnomah and State of Oregon.

Tax Account Number: R295108

**Description of Project and Proposed Use:** Sponsor proposes to build a new duplex with each of the two units containing three bedrooms providing housing to special needs and homeless families. PCRI estimates the redevelopment of three properties will cost approximately \$330,724.00. The completed three bedroom house project monthly rents of \$430.00 and \$607.00 for each unit depending upon tenant income. PCRI plans to finance the project with a PDC loan and equity gap grant, and funds from a private grant. PCRI has pledged to keep the units as affordable rental property for 60 years. The rental units will house very low income and special needs families with services provided in partnership with local social service agencies.

**Property Value: \$50,490.00**

**Taxes & Costs: \$21,455.33**

**Committee Recommendation:** The Committee recommends approval of this application as described.

**Committee Comments:** The Committee supports this strong, well-crafted application from PCRI providing rental housing for very low-income homeless families and special needs families. The Committee recognizes the need for such service intensive housing to special needs and homeless families as a priority of the consolidated plan and an unmet need in the community. The Committee discussed whether adding this development project to the already ambitious goal of acquiring and managing all of the assets of the Albina CDC in the same time frame would overburden PCRI. Recent staff turnover and the need for new staff for the Albina CDC acquisition may also complicate development. The Committee asks that PCRI assign a new project manager for this development notify the County and send a report in three months that details the project schedule and any conflicts that may occur with the Albina CDC acquisitions.

**Program Criteria:** The PCRI proposal met each of the threshold criteria of the Affordable Housing Development Program.

**Bonus Point Criteria:** The proposal received rental project bonus points for pledging to house very low income families at 30-40% AMI.

**Multnomah County Affordable Housing Development Program  
Technical Review Committee  
Membership Roster - 10/01/04**

<b>Philanthropic Organization</b>	<b>Cynthia Winter Neighborhood Partnership Fund 503-226-3001 X101</b>	<b>1020 SW Taylor, Suite 680 Portland, OR 97205</b>
<b>Banking Industry</b>	<b>Beth Palmer Key Community Development Corp. 503-795-7565</b>	<b>1211 SW 5<sup>th</sup> Avenue, Suite 400 Portland, OR 97204</b>
<b>County Citizen Involvement Committee</b>	<b>Robert L. Jones 503-252-3226</b>	<b>11923 NE Sacramento St. Portland, OR 97220</b>
<b>City of Portland</b>	<b>Trell Anderson Portland BHCD 503-823-2388</b>	<b>421 SW 6th Ave., Suite 1100 Portland, OR 97204 B166/1100</b>
<b>City of Gresham</b>	<b>Karen Barton Gresham Community Development 503-618-2643</b>	<b>1333 NW Eastman Pkwy. Gresham, OR 97030</b>
<b>Chair Linn</b>	<b>Diane Luther 503-988-4463</b>	<b>501 SE Hawthorne Blvd., Suite 600 Portland, OR 97214 B503/600</b>
<b>Commissioner Naito</b>	<b>Terri Naito 503-988-5217</b>	<b>501 SE Hawthorne Blvd., Suite 600 Portland, OR 97214 B503/600</b>
<b>Commissioner Cruz</b>	<b>Mary Carroll 503-988-5275</b>	<b>501 SE Hawthorne Blvd., Suite 600 Portland, OR 97214 B503/600</b>
<b>Commissioner Roberts</b>	<b>Kristen West 503-988-5213</b>	<b>501 SE Hawthorne Blvd., Suite 600 Portland, OR 97214 B503/600</b>
<b>Commissioner Rojo de Steffey</b>	<b>Shelli Romero 503-988-4435</b>	<b>501 SE Hawthorne Blvd., Suite 600 Portland, OR 97214 B503/600</b>
<b>County CDBG Policy Advisory Board</b>	<b>Johnnie Bell Realtor 503-253-0617</b>	<b>3418 NE 150<sup>th</sup> Avenue Portland, OR 97230</b>
<b>Staff</b>	<b>HC Tupper – 503-988-3114 County Office of School &amp; Community Partnerships</b>	<b>421 SW 6th Ave., #200 Portland, OR 97204 B166/200</b>

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors  
for Low Income Housing Purposes

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

- (a) Requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Code Chapter 7.405-7.410 and the Multnomah County Affordable Housing Development Program.
- (b) A public hearing was held before the Board of County Commissioners on January 13, 2005 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter.

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

- 1. The transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program is approved.
- 2. The Chair is authorized to execute all documentation required to complete said transfer.

ADOPTED this 13th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## **EXHIBIT A**

### **LIST OF TRANSFER PROPERTIES**

**1. Portland Habitat for Humanity**

**Legal Description:** Lot 15, Block 20, CENTRAL ALBINA ADDITION, in the City of Portland, County of Multnomah and State of Oregon

**Address:** Formerly 3964 North Borthwick Avenue, Portland, OR

**Tax account number:** R131135

**Taxes and Costs:** \$6,501.86

**2. Portland Community Reinvestment Initiatives**

**Legal Description:** Lot 8, Block 21, VERNON ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

**Address:** Formerly 5206 NE 14<sup>th</sup> Place, Portland, OR

**Tax Account Number:** R295108

**Taxes and Costs:** \$21,455.33

## AFFORDABLE HOUSING DEVELOPMENT PROGRAM - PROJECT STATUS

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Investmt.</u>
	<b><u>Albina CDC</u></b>						
1)	4529-35 N. Mississippi	Sept. 11, 1992	Rental hsg./4 units	Project completed	16390-0090	\$12,636.95	\$ 100,000
2)	Former 3971-77 N. Mississippi	Jan. 19, 1995	Rental hsg./9 units	Project completed	59190-3760	\$ 5,005.39	\$1,250,000
3)	26 NE Ivy	Jan. 19, 1995	Rental housing	Project completed	91640-1530	\$10,018.40	\$ 55,000
4)	3610 N. Mississippi	Jan. 19, 1995	Rental housing	Project completed	59190-6770	\$ 6,732.93	\$ 69,000
5)	N. Mississippi N. of Blandena	Feb. 15, 1996	Rental hsg./2 units	Project completed	52070-5410	\$ 1,312.14	\$ 185,000
6)	N. of 5404 NE 27th Ave.	Aug. 5, 1997	Rental housing/	Project completed	41390-1210	\$ 5,639.42	\$ 400,000
7)	5404 NE 27th Ave.	Aug. 5, 1997	5 units	Project completed	41390-1250	\$ 3,794.64	↓
8)	Former 4936 NE 10 <sup>th</sup> Ave.	March 3, 1999	Rental hsg./6 units	Project completed	01020-0210	\$ 3,315.87	\$ 600,000
9)	5200 Block N. Williams Ave.	Sept. 1, 1999	Rental Housing	Transferred	87730-3220	\$ 6,644.46	\$ (425,000)
10)	4525-4527 NE Grand Ave.	Jan. 19, 2000	Rental hsg./duplex	Project completed	38430-2570	\$ 9,458.05	\$ 75,000
11)	NE Fargo St., E. of MLK Jr. Blvd.	Apr. 3, 1996	Rental /hmown 4 units	Project completed	00960-3980	\$ 3,036.28	\$ 425,000
12)	Former 2023 NE Rodney Ave.	Nov. 14, 1997	Rental/home own	Project completed	00960-7790	\$ 7,994.18	\$ 110,000
13)	921 NE Roselawn St.	July 3, 1996	Rental housing	Project completed	72530-0270	\$ 6,234.13	\$ 70,000
14)	5111 NE 29 <sup>th</sup> Ave.	Oct. 3, 1999	Rental housing	Project completed	41390-6150	\$ 4,706.02	\$ 81,637
	<b><u>Portland Habitat for Humanity</u></b>						
1)	Former 6532-36 NE 13th	Oct. 5, 1992	Home ownership	Project completed/2 homes	17310-4270	\$ 9,718.15	\$ 90,000
2)	Former 4833 NE 14th Place	Oct. 5, 1992	Home ownership	Project completed	86070-8010	\$ 9,160.14	\$ 45,000
3)	2818 NE Emerson St.	Mar. 4, 1994	Home ownership	Project completed	41390-1990	\$10,841.02	\$ 45,000
4)	6247 NE 12th Avenue	June 24, 1994	Home ownership	Project completed	38460-0660	\$ 4,593.57	\$ 45,000
5)	Former 4815 NE Killingsworth	Feb. 7, 1995	Home ownership	Project completed/2 units	43410-2440	\$ 6,025.47	\$ 90,000
6)	Tract East of 77 NE Cook St.	Feb. 7, 1995	Home ownership	Project completed	91640-1920	\$ 6,574.78	\$ 45,000
7)	Former 6210 NE 8th Ave.	Feb. 7, 1995	Home ownership	Project completed	92610-1720	\$ 7,788.20	\$ 45,000
8)	2320 N. Kilpatrick St.	Mar. 21, 1996	Home ownership	Completed	44591-4810	\$ 5,006.67	\$ 65,000
9)	NE Morris St. East of NE Rodney	Mar. 21, 1996	Home ownership	Completed	00960-5030	\$ 1,541.35	\$ 65,000
10)	Former 1622 NE Saratoga	Mar. 21, 1996	Home ownership	Completed	17310-2850	\$ 3,005.50	\$ 65,000
11)	Former 3430 N Commercial	April 3, 1997	Home ownership	Completed	94127-0580	\$ 1,107.00	\$ 80,000
12)	Former 7038 NE 6th Ave	April 3, 1997	Home ownership	Completed	24180-1770	\$ 1,911.02	\$ 80,000
13)	Former 3600 North Albina	Nov. 18, 1997	Home ownership	Completed	14680-5410	\$ 1,000.00	\$ 80,000
14)	Tract W. of 136 NE Failing	Nov. 18, 1997	Home ownership	Completed	01050-3140	\$ 1,000.00	\$ 80,000
15)	Tract near N Bellevue & Ptld.Blvd.	Nov. 18, 1997	Home ownership	Completed	92580-4180	\$ 1,000.00	\$ 80,000
16)	Tract S. of 7025 NE 8th Ave.	Nov. 18, 1997	Home ownership	Completed	94114-0360	\$ 1,000.00	\$ 80,000
17)	Tract N. of 2435 NE 86th Ave.	Nov. 18, 1997	Home ownership	Completed	68480-5220	\$ 1,000.00	\$ 80,000
18)	5401 NE 14 <sup>th</sup> Place	March 11, 1999	Home ownership	Completed	86070-0060	\$ 2,417.47	\$ 80,000
19)	NE 13 <sup>th</sup> & Highland	Dec. 15, 1999	Home ownership	Completed	17310-3940	\$ 1,326.72	\$ 90,000
20)	Former 1122 NE Beech St.	Dec. 15, 1999	Home ownership	Completed	49710-2330	\$ 5,168.50	\$ 90,000
21)	NE 47 <sup>th</sup> & Sumner (2 tracts)	Dec. 15, 1999	Hmowner/ 2 units	Completed	22710-0320 & 0330	\$12,319.96	\$ 180,000
22)	Former 844 NE Killingsworth Ct.	Aug. 23, 2001	Homeownership	Completed	297481	\$ 1,000.00	\$ 90,000
23)	Former 1324 NE Holman	Aug. 23, 2001	Homeownership	Completed	138775	\$ 2,485.00	\$ 90,000
24)*	Tract N. of 2454 NE 59 <sup>th</sup> Ave.	Jan. 22, 2002	Homeownership	Completed	223481	\$ 3,274.64	\$ 100,000
25)	1024 North Skidmore	Jan. 22, 2002	Homeownership	Completed	282675	\$ 19,051.75	\$ 100,000

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
	<b><u>Portland Habitat for Humanity</u></b>						
26)	Former 604 NE Sumner	March 7, 2003	Homeownership	Under construction	107935	\$ 5,480.38	\$ 100,000
	<b><u>Housing Authority of Portland</u></b>						
1)	Former 3921 SE 69th Ave.	Dec. 15, 1993	Special needs/5 units	Project completed	69940-2070	\$ 8,916.63	\$ 225,000
2)	Former 2615 N. Holman St.	Apr. 3, 1996	Group living/5 units	Project completed	91220-1890	\$ 5,057.40	\$ 250,000
3)	Former 9128 N. Chase Ave.	Apr. 3, 1996	Group living/5 units	Project completed	65522-6690	\$ 3,845.44	\$ 250,000
4)	Former 8010 SW 45 <sup>th</sup> Avenue	Feb. 7, 2000	Group living/5 units	Project completed	99120-1680	\$ 19,248.61	\$ 471,037
	<b><u>Northwest Housing Alternatives</u></b>						
1)	Former 9714 N. Charleston	Feb. 10, 1993	Elder Rental/5 units	Project completed	62130-1310	\$ 3,881.62	\$ 260,000
2)	Tract N. of 3021 NE Rodney	Feb. 10, 1993	Elder rental/10 units	Project completed	91640-3480	\$ 3,796.99	\$ 269,000
	<b><u>Providence Elder Place</u></b>						
1)	Former 5641 NE Alberta St.	Sept. 10, 1992	Elder Rental/42 units	Project completed	94219-4020	\$12,570.93	\$2,084,000
	<b><u>ROSE CDC</u></b>						
1)	Tract West of 7429 SE Bybee	Feb. 3, 1993	Rental housing	Project completed	37260-0020	\$ 619.14	\$ 78,808
2)	Tract East of 7409 SE Bybee	Feb. 3, 1993	Rental housing	Project completed	37260-0030	\$ 1,331.46	
3)	Tract East of 6110 SE Tolman	Feb. 3, 1993	Rental housing	Project completed	84240-2920	\$ 3,399.46	\$ 72,996
4)	6809 SE 67th	Feb. 9, 1994	Rental housing	Project completed	09991-5350	\$ 2,539.85	\$ 85,851
5)	4617 SE Flavel Dr.	Feb. 9, 1994	Rental housing	Project completed	25530-1750	\$ 3,427.50	\$ 99,160
6)	4907 SE Tenino St.	Feb. 9, 1994	Rental housing	Project completed	25530-6010	\$ 2,857.26	\$ 97,077
7)	6704 SE 93rd Ave.	Mar. 7, 1995	Rental housing	Project completed	54650-0190	\$ 8,825.41	\$ 71,600
8)	Former 10018 SE Insley	Apr. 24, 1995	Rental housing	Project completed	14980-0710	\$11,698.26	\$ 94,938
9)	6044 SE Flavel St.	Mar. 7, 1995	Rental housing	Project completed/2 units	19790-0820	\$17,804.18	\$ 167,962
10)	7864 SE 64th Ave.	Jan. 12, 1996	Rental Housing	Project completed	10350-0860	\$ 8,446.60	\$ 91,436
11)	326 SE 76th Ave.	Jan 12, 1996	Rental/Home own.	Project completed/2 units	58940-0360	\$11,005.04	\$ 237,248
12)	Former 7001 SE Woodstock Blvd.	Dec. 12, 1997	Rental/2 units	Project completed	44720-0580	\$ 4,693.61	\$ 225,000
13)	6115 SE 93 <sup>rd</sup> Ave.	March 18, 1999	Rental/4 units	Project completed	83910-1150	\$ 4,720.97	\$ 323,650
14)	5012 SE 77 <sup>th</sup> Ave.	March 18, 1999	Rental/5units/Ccare	Project completed	15570-0210	\$ 9,010.69	\$ 511,170
15)	1545 SE 89 <sup>th</sup> Ave.	Nov. 1, 1999	Home ownership	Project completed	79050-3580	\$33,762.60	\$ 85,000
16)	4734 SE 59 <sup>th</sup> Ave.	Nov. 22, 1999	Home ownership	Project completed	99218-0550	\$29,936.32	\$ 85,000
17)	Former 7852 SE 67 <sup>th</sup> Ave.	Sept. 6, 2001	Home own./2 units	Project completed	268632	\$ 5,149.34	\$ 202,120
18)	Former 10424 SE Schiller	Feb. 20, 2003	Hmown/land trust	Transferred	242854	\$ 6,583.41	\$ (133,445)
19)	1026 SE 148 <sup>th</sup> Avenue	Feb. 20, 2003	Hmown/land trust	Project completed	225437	\$ 10,863.93	\$ 113,620



	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
	<b><u>Give Us This Day, Inc.</u></b>						
1)	1806 N. Alberta	April 4, 1992	Special needs/ shelter	Project completed	70960-2580	\$ 4,282.31	\$ 10,000
	<b><u>Portland Development Commission</u></b>						
1)	6644 N. Mears Ave. }	PDC paid tax arrears			27740-0720	PDC paid tax	
2)	64 NE Fremont Ave. }	to avoid AHDP liens			01080-0130	arrears to	
3)	10001 N. Willamette }	and supervision			61330-2060	avoid liens.	
	<b><u>Host Development</u></b>						
1)	3732 NE 8th Ave.	Nov. 4, 1992	Home ownership/ shared wall two units	Project completed	49710-0690	\$ 4,282.31	\$ 150,000
	<b><u>LIHNAPO</u></b>						
1)	Former 9039 N. Central	Sept. 13, 1994	Rental housing	Project completed/3 units	96101-0190	\$ 3,896.88	\$ 255,000
2)	SW corner Columbia Way & Taft	Sept. 13, 1994	Rental housing	Project completed/7units	22740-2790	\$ 6,134.08	\$ 560,000
	<b><u>Human Solutions, Inc.</u></b>						
1)	So. Side of SE Ankeny St., 110' East of the intersection with SE 119th Ave.	Mar. 2, 1995	Rental housing 42 units	Project completed	85871-3240	\$ 3,803.21	\$3,800,000
2)	Tract West of 11930 SE Ankeny	Mar. 2, 1995	Rental housing	Project completed	85871-3260	\$ 1,442.13	□
3)	Tract East of 11930 SE Ankeny	Mar. 2, 1995	Rental housing	Project completed	85871-3310	\$ 1,797.65	□
4)	Tract North of 4605 NE 118th Ave.	Jan. 20, 1995	Rental 7 units	Project completed	74470-0540	\$ 7,824.95	\$ 500,000
5)	Former 2637 SE 125th Ave.	Mar. 18, 1996	Rental housing	Project completed	99211-1120	\$10,788.10	\$ 650,000
6)	Former 2637 SE 125th Ave.	Mar. 18, 1996	8 units	Project completed	99211-5320	\$11,797.32	↓↑
7)	Former 2600 SE 133 <sup>rd</sup> Ave.	April 6, 2004	Shelter/11 units	Transferred	334208	\$ \$5,588.00	\$1,537,183
	<b><u>Caritas Housing Initiatives</u></b>						
1)	SE 69 <sup>th</sup> & Powell Blvd	June 17, 2003	Rental triplex	Under construction	333203	\$ 7,097.26	\$ (425,000)

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
<b><u>Peninsula CDC</u></b>							
1)	Former 8267 N. Fiske Ave.	Jan. 25, 1995	Home ownership	Project completed	30460-1950	\$ 5,310.68	\$ 99,328
2)	Former 4756 N. Drew St.	Jan. 25, 1996	Home ownership	Project completed	61860-0680	\$ 3,548.74	\$ 110,000
3)	9204 N. Hamlin Ave	Jan. 25, 1996	Home ownership	Project completed	65522-5940	\$12,160.62	\$ 45,000
4)	10125 N. Allegheny	Jan. 4, 2000	Home ownership	Project completed	05630-0830	\$15,890.00	\$ 112,000
5)	8716 N. Bayard	Jan. 4, 2000	Home ownership	Project completed	65521-3790	\$10,663.55	\$ 110,000
6)	7522 N. Omaha	April 3, 2000	Home ownership	Project completed	33950-0050	\$ 6,890.14	\$ 112,000
7)	2645 N. Willis	Jan. 22, 2002	Home own./2 units	Project completed	242169	\$ 6,900.29	\$ 266,739
8)	8002 N. Interstate	April 16, 2003	Hmown/2 units LT	Under construction	160310	\$ 8,979.93	\$ 297,340
9)	N. Nashton & Seneca (3 tracts)	May 2, 2003	Hmown/6 units	Under construction	151741, 151742, 151750	\$33,906.64	\$ 881,670
<b><u>Sabin CDC</u></b>							
1)	Tract West of 3911 NE 11th Ave.	Jan. 12, 1995	Rental/lease to own	Project completed	61150-1506	\$ 1,894.38	\$ 88,770
2)	Former 451 NE 29th Ave.	Apr. 4, 1996	Lease to own	Project completed	24230-3650	\$ 5,245.83	\$ 87,000
3)	1484-1486 NE Alberta St.	Apr. 30, 1996	Rental hsg/4units	Project completed	86070-7940	\$12,256.20	\$ 600,000
4)	5111 NE 28th Ave.	Sept. 17, 1997	Rental/lease to own	Project completed	41390-5710	\$ 2,798.89	\$ 95,000
5)	4025 NE 9 <sup>th</sup> Ave.	Jan. 5, 2000	Lease to own	Project completed	49730-3100	\$14,196.37	\$ 100,000
6)	5220 NE Ainsworth Street	Jan. 5, 2000	Lease to own	Under Construction	45000-4960	\$29,780.70	\$ 145,000
7)	1437 NE Prescott Street	Oct. 15, 2001	Home own./LT	Project completed	295782	\$ 5,948.88	\$ 163,505
8)	1632 N. Sumner	Feb. 18, 2004	Home own/LT	Under construction	257281	\$ 9,956.10	\$ 198,295
<b><u>Hacienda CDC</u></b>							
1)	5285 NE 74th Ave.	Nov. 29, 1994	Home ownership	Project completed	51700-0690	\$ 7,446.24	\$ 125,000
2)	5275 NE 74th Ave.	Nov. 29, 1994	Home ownership	Project completed	51700-0710	\$11,105.26	↑↓
3)	9128 NE Webster St.	Oct. 7, 1997	Home ownership	Project completed	50300-1730	\$ 3,819.39	\$ 115,000
4)	532 & 540 N. Skidmore/2 tracts	Nov. 15, 2001	Home own./PCLT/2	Under construction	130969 & 130971	\$ 5,209.35	\$ (255,296)
5)	Near N. Gantenbein & Mason	Nov. 15, 2001	Home own/PCLT/2	Under construction	131016	\$35,007.00	\$ (255,296)
<b><u>Miracle Revivals/Portland Habitat Partnership</u></b>							
1)	5627 NE 9th Ave.	Mar. 12, 1996	Home ownership	Project completed	16640-1590	\$ 5,766.49	\$ 125,000

	<u>Transferee and Address</u>	<u>Transfer Date</u>	<u>Project Type/Units</u>	<u>Current Status</u>	<u>Tax Account Number</u>	<u>Lien Amount</u>	<u>Develop. Invest.</u>
	<b><u>REACH CDC</u></b>						
1)	Former 2101 SE Powell Blvd.	Apr. 18, 1996	Rental hsg/21 units	Project completed	02490-0010	\$41,111.95	\$ 3,000,000
	<b><u>City of Portland</u></b>						
1)	NE Third Ave., N. of E. Burnside		Shelter/Rental hsg.	Transferred (Paid lien)	22650-4250		
	<b><u>Metro CDC</u></b>						
1)	4002 NE Roselawn St.	Jan. 16, 1996	Home ownership	Project completed	39150-1480	\$19,202.83	\$ 85,000
2)	9556 N. Willamette Blvd.	Jan. 14, 1998	Home ownership	Project completed	73970-2970	\$ 6,889.51	\$ 65,000
3)	9127 N. Kellogg St.	Jan. 16, 1996	Home ownership	Project completed	38850-0420	\$ 9,280.88	\$ 110,000
	<b><u>Portland Community Reinvestment Initiatives (PCRI)</u></b>						
1)	Former 5319 NE 24th Ave.	Feb. 9, 1996	Rental housing/ 2 units	Project completed	86070-2400	\$ 2,389.96	\$ 153,000
	<b><u>Jubilee Communités</u></b>						
1)	Vacant Flag Lot/162nd near Grant	April 24, 1997	Home ownership	Project completed	99306-5620	\$13,500.00	\$ 115,000
2)	Former 923 NE Failing Street	Nov. 12, 1999	Home ownership	Project completed	61150-1390	\$ 5,517.89	\$ 115,000
	<b><u>Northeast Community Development Corporation</u></b>						
1)	Former 622 NE Sacramento St.	January 14, 1997	Home ownership	Project completed	00960-1390	\$ 3,455.70	\$ 85,000
2)	Tract N. of 2454 NE 59th Ave.	July 23, 1998	Home ownership	(		)	
3)	1024 NE Skidmore Street	July 23, 1998	Home ownership	(	These tracts have been taken back into County ownership upon the dissolution of NECDC.	)	
4)	2645 N. Willis Blvd.	Jan. 5, 2000	Home ownership	(		)	
5)	Former 532 N. Skidmore St.	Jan. 5, 2000	Home ownership	(		)	
6)	Former 540 N. Skidmore St.	Jan. 5, 2000	Home ownership	(		)	
	<b><u>Port. Habitat/Housing Our Families Partnership</u></b>						
1)	707 N. Webster	Feb. 15, 1996	Home ownership	Project completed	52070-5410	\$ 1,345.50	\$ 183,000
	<b><u>Network Behavioral HealthCare</u></b>						
1)	Tract W. of 5109 NE Killingsworth	Feb. 4, 1999	2 Group homes/CMI	Project completed	43410-3000	\$ 7,731.32	\$ 502,000
2)	Former 5305 NE 11 <sup>th</sup> Avenue	Jan. 16, 2002	Sp. Needs Rental/4	Transferred	125450	\$ 15,790.58	\$ 520,000
	<b><u>Portland YouthBuilders</u></b>						
1)	7961 SE 9 <sup>th</sup> Ave.	March 4, 2002	Hmown/land trust	Project completed	134347	\$15,959.12	\$ 140,000

#1

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

---

Please complete this form and return to the Board Clerk

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

MEETING DATE: 1/13/05

SUBJECT: AHDP Resolution

AGENDA NUMBER OR TOPIC: RI

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Steve Messinetti

ADDRESS: 1478 NE Killingsworth, PO Box 11527

CITY/STATE/ZIP: Portland, OR 97211

PHONE: DAYS: 503-287-9529

EVES: 503 246 4092

EMAIL: Steve-Messinetti@

FAX: 503 2874649

SPECIFIC ISSUE: pdxhabitat.org

Recognize board for impact AHDP program, and comment on future of program.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

#2

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

Please complete this form and return to the Board Clerk

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

MEETING DATE: 1/13/05

SUBJECT: ADDP transfers

AGENDA NUMBER OR TOPIC: R-II

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Simone M. Brooks

ADDRESS: 4112 NE 42nd Ave

CITY/STATE/ZIP: Portland, OR 97218

PHONE: DAYS: 503-639-3400 x356 EVES: 503-493-0231

EMAIL: simone.brooks@amec.com FAX: 503-620-7892

SPECIFIC ISSUE: Extending thanks and appreciation on behalf  
or Portland Community Reinvestment Initiatives, Inc. (PCRI)

WRITTEN TESTIMONY:

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

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

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

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-010**

Approving the Transfer of Tax-Foreclosed Properties to Non-Profit Housing Sponsors  
for Low Income Housing Purposes

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

- (a) Requests for certain tax-foreclosed properties were received pursuant to procedures set forth in Multnomah County Code Chapter 7.405-7.410 and the Multnomah County Affordable Housing Development Program.
- (b) A public hearing was held before the Board of County Commissioners on January 13, 2005 to determine whether the transfer would serve the public purpose of providing decent and safe low income housing, and the Board being fully informed in the matter.

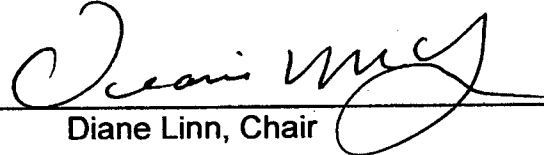
**The Multnomah County Board of Commissioners Resolves:**

- 1. The transfer of tax-foreclosed property (recipients and transferred tracts are listed and attached as Exhibit A), for public purposes under the auspices of the County Affordable Housing Development Program is approved.
- 2. The Chair is authorized to execute all documentation required to complete said transfer.

ADOPTED this 13th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## **EXHIBIT A**

### **LIST OF TRANSFER PROPERTIES**

**1. Portland Habitat for Humanity**

**Legal Description:** Lot 15, Block 20, CENTRAL ALBINA ADDITION, in the City of Portland, County of Multnomah and State of Oregon

**Address:** Formerly 3964 North Borthwick Avenue, Portland, OR

**Tax account number:** R131135

**Taxes and Costs:** \$6,501.86

**2. Portland Community Reinvestment Initiatives**

**Legal Description:** Lot 8, Block 21, VERNON ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

**Address:** Formerly 5206 NE 14th Place, Portland, OR

**Tax Account Number:** R295108

**Taxes and Costs:** \$21,455.33



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-2 DATE 1-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-2  
Est. Start Time: 9:45 AM  
Date Submitted: 12/14/04

**BUDGET MODIFICATION: NO -**

**Agenda Title:** NOTICE OF INTENT for Approval to Submit a Final Grant Request to the Mt. Hood Cable Regulatory Commission (MHCRC) for Full Funding of the Non-Recurring Costs Associated with the Establishment of More High Speed Wide Area Network Data Connections

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>10 minutes</u>
<b>Department:</b>	<u>DBCS</u>	<b>Division:</b>	<u>IT</u>
<b>Contact(s):</b>	<u>Rick Jacobson</u>		
<b>Phone:</b>	<u>503 988-3749</u>	<b>Ext.</b>	<u>84037</u>
<b>Presenter(s):</b>	<u>Rebecca Porter</u>		
<b>I/O Address:</b>	<u>327/IT</u>		

### General Information

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

Rebecca Porter, CIO, recommends the Board of County Commissioners approve the submission of this grant to the MHCRC and provide signature on the grant application.

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

The MHCRC manages the Community Access Capital Grant Program which promotes the use and availability of advanced cable system technologies at low cost to the public and non-profit sectors to meet communication needs. Through MHCRC franchise, ComCast provisions and manages an institutional data network (INET). This network is connected to the high-speed, fiber, Regional Integrated Network (IRNE) managed by the City of Portland ComNet agency.

The interconnection of the two networks, made possible through funding by the MHCRC, allows the County to take advantage of a high-speed, low-cost option for connection of County facilities on the



wide area network (WAN).

The Board of County Commissioners approved applying for the first MHCRC grant in October 2002. Results of this request resulted in an award of \$90,000 increasing network speed from 1.5Mbps to 100 Mbps for 19 County buildings. Increased cost to the County was \$66,000 OTO and \$7,000 annually, covered by reallocation within the County IT budget for all departments except Sheriff and DA (who covered the cost of their sites). The Board also approved applying for the second MHCRC grant in April, 2003, resulting in an award of \$154,118 and increasing bandwidth at 17 more County sites. The second round implementation is almost complete, only awaiting a site that has required extensive infrastructure work (electrical). Cost to the County was \$42,000 OTO and \$11,748 annually, covered by each department for their sites. The Board also approved applying for the third MHCRC grant in April, 2004, resulting in an award of \$25,534 and increased bandwidth at 5 more County sites. The third round implementation is complete. Cost to the County was \$11,282 OTO and \$6,168 annually, covered by each department for their sites.

This final grant offering by the MHCRC is for funding of edge devices only, no sites that require fiber optic build-out will be funded. All sites requested are County Library sites and already have fiber optic builds. The opportunity to save the County the cost of purchasing edge devices and install fees, which if granted would total \$18,592, is worth pursuing.

The County IT WAN group will submit the remaining Library sites for grant consideration, those that are not yet converted to INET. They are; Capitol Hill, Fairview-Columbia, Gregory Heights, Holgate, Northwest, Rockwood, Sellwood-Moreland, and St. Johns.

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

The grant request, if fully awarded, will have an estimated value of \$18,592. Required network equipment is already in place, no additional capital expenditures are needed. The net increase of \$5,320/year to increase speed from 1.5Mbps to 100Mbps will be covered with existing funds and has been included in network connection rates beginning in FY06.

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

None.

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

MHCRC has allowed the following agencies to participate in this grant fund for use of the new INET/IRNE service: Multnomah County, City of Portland, City of Gresham, Portland Public Schools, Metropolitan Education Service District, Parkrose School District, and others. Citizens who use County Library services will benefit by the increased bandwidth at Library sites.

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## **Grant Application/Notice of Intent**

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**  
The Mt. Hood Cable Regulatory Commission (MHCRC).
- **Specify grant (matching, reporting and other) requirements and goals.**

Funding is only available to applicants that are designated access providers, educational institutions, or governmental agencies within Multnomah County and for capital expenses related to high capacity site connections to the INET.

- **Explain grant funding detail – is this a one time only or long term commitment?**  
The grant funding is one time only.
- **What are the estimated filing timelines?**  
After the January 13, 2005 Board meeting, if the grant is approved.
- **If a grant, what period does the grant cover?**  
The grant covers the cost of INET installation and necessary equipment, one time per site.
- **When the grant expires, what are funding plans?**  
The existing ongoing connection costs for INET are budgeted in our communication budget; there will be no additional one time costs.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Current salary costs already cover management of the County WAN, no additional equipment support or time is required to migrate a County WAN site to INET.

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### Required Signatures

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Department/  
Agency Director:

Rebecca L Porter

Date: 12/14/04

Budget Analyst:

Cheryl

Date: 12/14/04

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 01.13.05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-3  
Est. Start Time: 9:50 AM  
Date Submitted: 12/20/04

**BUDGET MODIFICATION: BCS - 07**

**Agenda Title: Budget Modification BCS-07 Reclassifying One Position and Moving it from Information Technology to Property Valuation**

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Business and Community Services</u>	<b>Division:</b>	<u>Finance, Budget and Tax</u>
<b>Contact(s):</b>	<u>Bob Thomas</u>		
<b>Phone:</b>	<u>503 988-4283</u>	<b>Ext.</b>	<u>84283</u>
<b>Presenter(s):</b>	<u>Bob Thomas</u>	<b>I/O Address:</b>	<u>503/531</u>

### General Information

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

Board approval for the reclassification of one position that has been approved by the County's Central Class Comp Unit and moving it from Information Technology in County Business Services to Property Valuation in the Finance, Budget and Tax Office

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

Based on its duties, the Central Class Comp Unit has reclassified a vacant Development Analyst, Sr position downward to Appraisal Data Analyst, Sr. The Appraisal Data Analyst, Sr classification is one that only exists within the Property Valuation Division. Currently the position is officially within the Information Technology organization, but resides with and performs work that is integrated with Property Valuation staff. This vacant position is a team member of the Business Applications Support Unit; this unit's chief function is to create the County's property tax roll and individual property tax statements and provides business program support. At the start of this fiscal year, two positions in this unit were transferred from the Information Technology organization to the Property Valuation Division because of the programmatic nature of their duties. This position, as

reclassified, is primarily programmatic as well, providing direct service for the preparation of the tax roll and tax statements, and is more aligned with Property Valuation than Information Technology. The Information Technology Division and the Finance, Budget and Tax Office are in favor of this action.

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

Shifting this position between divisions has little financial net impact to either organization. IT expenditures and revenue are reduced by \$139,711 due to the shift of all program related expenditures for this position out of the IT budget and over to Property Valuation. Since Property Valuation already was paying for this position through service reimbursements to IT, these reimbursements will be cut to balance the transferred costs. The reclassification lowers personal services cost by \$6,019, while materials and services are increased by this same amount.

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

None

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

None

# ATTACHMENT A

## Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?

This action reduces services reimbursements to Information Technology by \$139,711. In the Business Services Fund, service reimbursement revenue will be increased by \$1,534. Revenue to the General Fund from Central Indirect is reduced by \$359.

- What budgets are increased/decreased?

This bud mod shifts program expenditures out of the Data Processing Fund. In the General Fund, service reimbursements to the DP Fund are reduced and direct expenditures are increased by the same amount, with a net impact of zero.

- What do the changes accomplish?

The changes realign the position to a more appropriate classification level and also to the County organization that it provides direct programmatic service to.

- Do any personnel actions result from this budget modification? Explain.

Shifts one position from County Business Services to the Finance, Budget and Tax Office and reclassifies its classification as determined by the County Central Class Comp Unit.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

These costs are already covered within Information Technology and this action shifts these over to the Property Valuation Division.

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

Ongoing

- If a grant, what period does the grant cover?
- If a grant, when the grant expires, what are funding plans?

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

**BUDGET MODIFICATION: BCS - 07**

### Required Signatures

**Department/  
Agency Director:**

*David G. Boyer*

**Date:** 12/17/04

**Budget Analyst:**

*Chris King*

**Date:** 12/20/04

**Department HR:**

*Richard J. St.*

**Date:** 12/20/04

**Countywide HR:**

*David G. Boyer*

**Date:** 12/20/04

Budget Modification or Amendment ID: **BCS-07****EXPENDITURES & REVENUES**

Budget/Fiscal Year: 05

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	71-30	3503	0020		709615		60000	62,027	0	(62,027)		Decrease Permanent
2	71-30	3503	0020		709615		60100	25,000	0	(25,000)		Decrease Temporary
3	71-30	3503	0020		709615		60110	4,800	0	(4,800)		Decrease Overtime
4	71-30	3503	0020		709615		60120	2,481	0	(2,481)		Decrease Premium
5	71-30	3503	0020		709615		60130	18,273	0	(18,273)		Decrease Salary Related
6	71-30	3503	0020		709615		60135	2,068	0	(2,068)		Decrease NonBase Fringe
7	71-30	3503	0020		709615		60140	11,571	0	(11,571)	(383)	Decrease Insurance Ben
8	71-30	3503	0020		709615		60145	713	0	(713)		Decrease NonBase Insur
9	71-30	3503	0020		709615		60220	5,400	0	(5,400)		Decrease Repairs & Maint
10	71-30	3503	0020		709615		60260	450	0	(450)		Decrease Educ & Training
11	71-30	3503	0020		709615		60270	50	0	(50)		Decrease Local Travel
12	71-30	3503	0020		709615		60350	359	0	(359)	(359)	Decrease Central Indirect
13	71-30	3503	0020		709615		60360	133	0	(133)		Decrease Finance Ops
14	71-30	3503	0020		709615		60365	1,781	0	(1,781)		Decrease HR Ops
15	71-30	3503	0020		709615		60370	3,600	0	(3,600)	0	Decrease Telephone
16	71-30	3503	0020		709615		60390	1,000	0	(1,000)	0	Decrease PC Flat Fee
17	71-30	3503	0020		709615		60410	5	0	(5)	0	Decrease Motor Pool
18	71-30	3503	0020		709105		50310			139,711	0	Decrease Serv Reim Rev
19	70-05	1000	0020		705401		60000	140,434	197,979	57,545		Increase Permanent
20	70-05	1000	0020		705401		60100	15,000	40,000	25,000		Increase Temporary
21	70-05	1000	0020		705401		60110	4,500	9,300	4,800		Increase Overtime
22	70-05	1000	0020		705401		60130	41,770	58,355	16,585		Increase Salary Related
23	70-05	1000	0020		705401		60135	1,350	3,418	2,068		Increase NonBase Fringe
24	70-05	1000	0020		705401		60140	24,017	35,205	11,188		Increase Insurance Ben
25	70-05	1000	0020		705401		60145	450	1,163	713		Increase NonBase Insur
26	70-05	1000	0020		705401		60220	217,000	222,400	5,400		Increase Repairs & Maint
27	70-05	1000	0020		705401		60240	2,000	9,859	7,859		Increase Supplies
28	70-05	1000	0020		705401		60260	4,500	4,950	450		Increase Educ & Training
29	70-05	1000	0020		705401		60270	550		50		Increase Local Travel
										131,608	(742)	Total - Page 1
										131,608	(742)	GRAND TOTAL

Budget Modification or Amendment ID: **BCS-07****EXPENDITURES & REVENUES**

Budget/Fiscal Year: 05

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	70-05	1000	0020		705401		60360	22,517	23,454	937		Increase Finance Ops
31	70-05	1000	0020		705401		60365	4,859	7,370	2,511		Increase HR Ops
32	70-05	1000	0020		705401		60370	2,623	6,223	3,600		Increase Telephone
33	70-05	1000	0020		705401		60380	794,694	654,983	(139,711)	(139,711)	Decrease Data Processing
34	70-05	1000	0020		705401		60390	100,000	101,000	1,000		Increase Flat Fee
35	70-05	1000	0020		705401		60410	235	240	5		Increase Motor Pool
36	71-20	3506	0020		712006		50310		730	730		Increase HR Ops Serv Reim
37	71-20	3506	0020		712006		60240		(730)	(730)		Increase Supplies
38	71-10	3506	0020		711100		50310		804	804		Increase Fin Ops Serv Reim
39	71-10	3506	0020		711100		60240		(804)	(804)		Increase Supplies
40	71-20	3500	0020		705210		50316		383	383		Decrease Insur Revenue
41	71-20	3500	0020		705210		60330		(383)	(383)		Decrease Offsetting Exp
42	19	1000	0020		9500001000		50310		359	359		Decrease Indirect reimb rev in Gen Fund
43	19	1000	0020		9500001000		60470		(359)	(359)		Decrease CGF Contingency
44									0			
45									0			
46									0			
47									0			
48									0			
49									0			
50									0			
51									0			
52									0			
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56									0			
57									0			
58												
										(50)		Total - Page 2
										(50)		GRAND TOTAL





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 01.13.05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-4  
Est. Start Time: 9:55 AM  
Date Submitted: 12/20/04

**BUDGET MODIFICATION: BCS - 08**

**Agenda Title:** **Budget Modification BCS-08 Appropriating \$949,927 in Grants from the US Department of Justice to the Finance, Budget & Tax Office for Pass-through Payments to the Rockwood Neighborhood and Albina Weed & Seed Sites**

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

Date Requested:	<u>January 13, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Finance, Budget&amp;TaxOffice</u>
Contact(s):	<u>Bob Thomas</u>		
Phone:	<u>503 988-4283</u>	Ext.	<u>84283</u>
	I/O Address: <u>503/531</u>		
Presenter(s):	<u>Bob Thomas</u>		

### General Information

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

Approve Budget Modification at the request of Finance, Budget and Tax.

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

Federal rules require a public entity to account for this passthrough grant; the Finance Budget & Tax Office's General Ledger Unit will be acting as the fiscal agent for the Albina and Rockwood Neighborhood Weed and Seed site grants that have just been approved by the Federal Department of Justice. The Department of Justice funds are passed through to the community groups involved in drug crime abatement and the County recovers the direct cost of accounting for the grant as fiscal agent. Finance, Budget and Tax has been the fiscal agent for the Weed & Seed Program for five years.

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

The full amount appropriated by the Department of Justice for federal fiscal year 2005 (\$949,927) is

being added to the FY 2005 Finance, Budget & Tax Office Federal State Fund budget by this action. It is anticipated that the FY 2006 FBAT budget will appropriate the balance of remaining grant funds for this project. Specially, these grants include two awards to the Albina Weed & Seed site for \$275,000 and 224,960, and two for the Rockwood Neighborhood Weed & Seed site for \$224,967 and \$224,960.

The County is not responsible for performing the accounting function, payroll or accounts payable for these grants. The County's role is to receive the funds through the Department of Justice and pass those revenues onto local Weed & Seed sites. The grantor does not allow indirect costs. However, the grant does allow the direct cost of accounting staff to be billed against the grant (\$750 per grant, \$3,000 total credit to the General Fund). Since the grant is on a passthrough basis, it does not allow for Business Services charges. In order to pay for Business Services charges for Finance Operations and Human Resources, the budget for Professional Services in General Ledger (\$57,194) is being reduced. This reduction is the net of charges from Business Services and the credit received for staff charges to the grants (\$60,194 less \$3,000 equals \$57,194).

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

NA

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

NA

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
Federal State Fund revenue increases by \$949,927. Business Services Fund revenue increases by \$60,194.
- What budgets are increased/decreased?  
The grant budgets for Weed and Seed are increased by \$949,927 and the Business Services Fund budget is increased by \$60,194. There is no increase in the General Fund budget
- What do the changes accomplish?  
The changes allow the four grants to provide passthrough payments to the Albina and Rockwood neighborhood Weed & Seed programs.
- Do any personnel actions result from this budget modification? Explain.  
None
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
These charges will be covered by a reduction in professional services in General Ledger.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
These grants are one time only, however, federal legislation may approve future appropriations
- If a grant, what period does the grant cover?  
Three of the four grants expire on September 30, 2005, while one of the Albina grants expires on April 30, 2005.
- If a grant, when the grant expires, what are funding plans?  
Unless these grants are renewed federally, passthrough payments to these programs will cease.

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

BUDGET MODIFICATION: BCS - 08

### Required Signatures

Department/  
Agency Director:

*David G. Boyer*

Date: 12/17/04

Budget Analyst:

*Cheryl*

Date: 12/20/04

Department HR:

Date:

Countywide HR:

Date:

Budget Modification or Amendment ID:

BCS-08

**EXPENDITURES & REVENUES**

Budget/Fiscal Year: 05

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	70-05	1505	0020			FIN02.1	50170	-	(224,967)	(224,967)		Increase IG Direct Fed
2	70-05	1505	0020			FIN02.1	60160		224,217	224,217		Increase Passthrough Payments
3	70-05	1505	0020			FIN02.1	90001		750	750	0	Increase Acty Type Posting
4	70-05	1505	0020			FIN02.1NEW	50170		(224,960)	(224,960)		Increase IG Direct Fed
5	70-05	1505	0020			FIN02.1NEW	60160		224,210	224,210		Increase Passthrough Payments
6	70-05	1505	0020			FIN02.1NEW	90001		750	750	0	Increase Acty Type Posting
7	70-05	1505	0020			FIN01.1	50170		(275,000)	(275,000)		Increase IG Direct Fed
8	70-05	1505	0020			FIN01.1	60160		274,250	274,250		Increase Passthrough Payments
9	70-05	1505	0020			FIN01.1	90001		750	750	0	Increase Acty Type Posting
10	70-05	1505	0020			FIN01.1NEW	50170		(225,000)	(225,000)		Increase IG Direct Fed
11	70-05	1505	0020			FIN01.1NEW	60160		224,250	224,250		Increase Passthrough Payments
12	70-05	1505	0020			FIN01.1NEW	90001		750	750	0	Increase Acty Type Posting
13	70-05	1000	0020		704300		60360			60,130		Increase Fin Ops Charge
14	70-05	1000	0020		704300		60365			64		Increase HR Ops Charge
15	70-05	1000	0020		704300		90001		(3,000)	(3,000)		Decrease Acty Type Posting
16	70-05	1000	0020		704300		60170			(57,194)	(0)	Decrease Professional Services
17	71-10	3506	0020		711100		50310		(60,130)	(60,130)		Increase Serv Reimb Revenue
18	71-10	3506	0020		711100		60240		60,130	60,130	0	Increase Supplies
19	71-10	3506	0020		711100		50310		(64)	(64)		Increase Serv Reimb Revenue
20	71-10	3506	0020		711100		60240		64	64	0	Increase Supplies
21									0			
22									0		(949,927)	Total of all four grants
23									0			
24										0	(949,927)	Total - Page 1
25										0	(949,927)	GRAND TOTAL
26									0			
27									0			
28									0			
29									0			
									0			



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 01/13/05  
**Agenda Item #:** R-5  
**Est. Start Time:** 10:00 AM  
**Date Submitted:** 11/16/04

**BUDGET MODIFICATION:** -

**Agenda Title:** **Springwater Community Plan Briefing**

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

**Date Requested:** 01/13/05 (postponed from 12/9/04) **Time Requested:** 30 minutes  
**Department:** Business and Community Services **Division:** Land Use & Transportation  
**Contact(s):** Ed Abrahamson  
**Phone:** 503-988-5050 **Ext.** 29620 **I/O Address:** 455/2  
**Presenter(s):** Terry Vanderkooy, City of Gresham; Chuck Beasley and Ed Abrahamson, Multnomah County LUT

### General Information

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

This Briefing provides an update to the Board on the status of the Springwater Community Plan that has resulted in a draft Concept Plan Map. The draft Concept Plan Map is based on the findings and conclusions of the Springwater Community Scenarios.

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

Multnomah County in partnership with the City of Gresham is preparing a plan for future development of an area of approximately 1,500 acres. The Springwater area borders southeast Gresham, from the western city limits near 242<sup>nd</sup> Ave./Hogan Rd. east to 282<sup>nd</sup> Ave., and south to the Multnomah County line. The area is part of the 18,700 acre Urban Growth Boundary expansion adopted by Metro in 2002.

The plan will focus on future development that will include industrial areas, residential areas, and redevelopment opportunities. Analysis of transportation, natural areas,

wastewater, water, storm water, parks and open spaces, schools, and other urban services needed by a community will be included

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

NA

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

To accomplish the Springwater Community Plan, Multnomah County and the City of Gresham entered into an Intergovernmental Agreement (No. 0410573) for Springwater Urbanization Planning and the creation of a Rural/Urban Edge. To help accomplish this, Multnomah County and the City of Gresham adopted a Joint Resolution (#02-135) that included acceptable conditions to facilitate the Springwater addition.

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

Citizen Involvement: Throughout the planning process, a number of citizen open houses and workshops have been held and will continue to be held. To help guide the planning, a Community Working Group (CWG) was formed. Citizen participants on the CWG included representatives of agriculture, neighborhoods, developers, natural resources, property owners, school district, emergency services, business, and industry.

Government Involvement: To assist in drafting the concept plan, a number of technical advisory committees (TACs) were established. Representatives from the cities of Gresham, Troutdale, Fairview and Wood Village; Multnomah and Clackamas Counties; Metro; ODOT; LCDC, and various service districts are members of the TACs.

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**Required Signatures**

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**Department/  
Agency Director:**

*Robert A Maestre*

**Date:** 11/10/04

**Budget Analyst:**

*Cheryl*

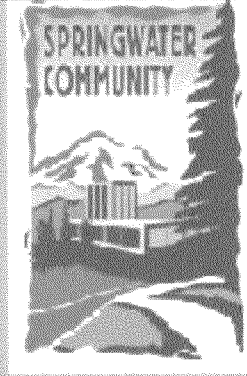
**Date:** 11/16/04

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# **City of Gresham Springwater Community Plan**

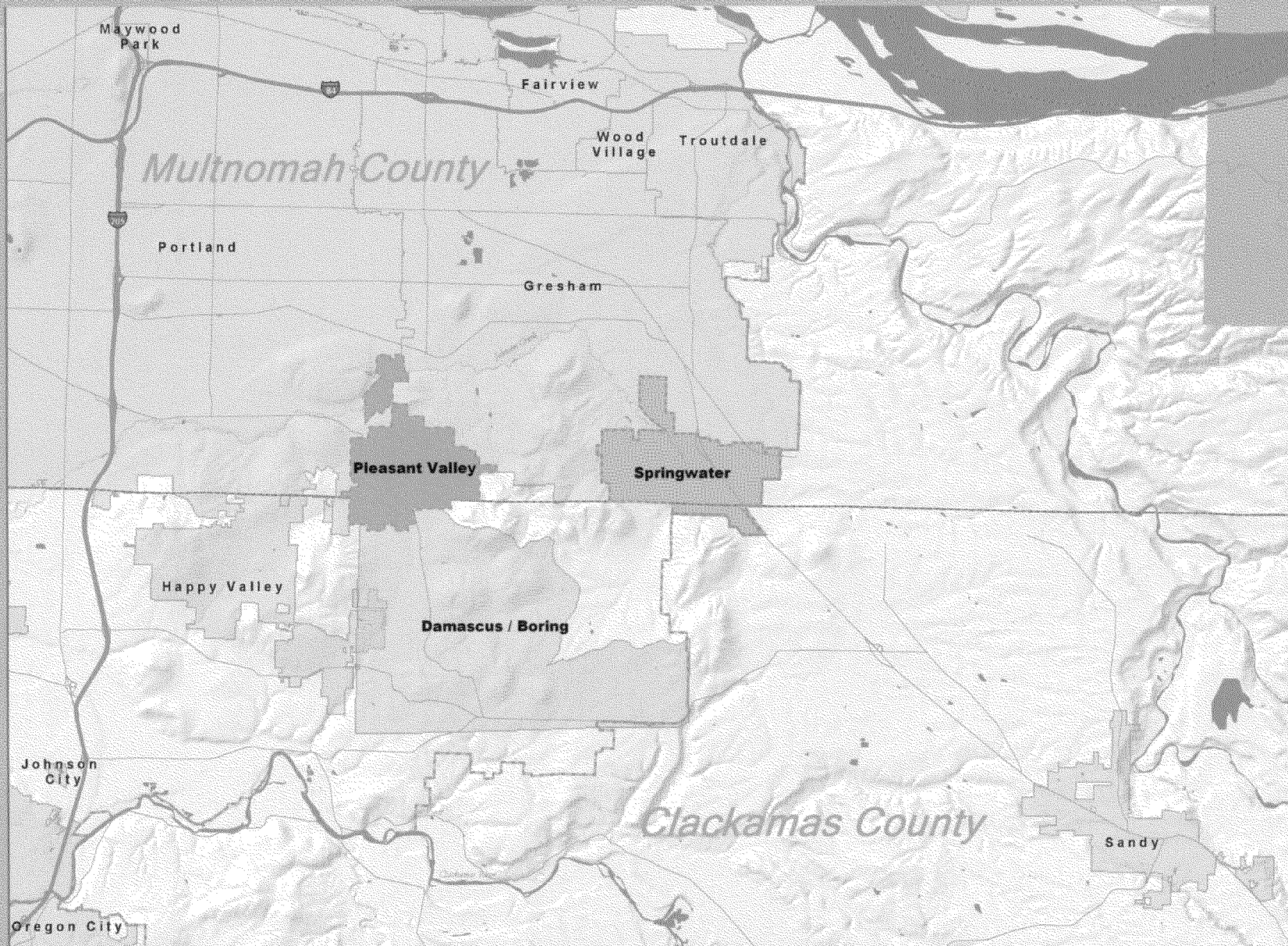
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**Multnomah County Commission**

**December 9, 2004**

SPRINGWATER COMMUNITY PLAN  
*City of Gresham, Oregon in partnership with Multnomah County*





# SPRINGWATER COMMUNITY PLAN

*City of Gresham, Oregon in partnership with Multnomah County*



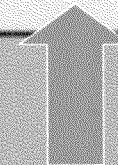
# Plan Purpose

- The Plan will guide:
- WHEN development happens
- WHERE development does and does not occur
- WHAT type of development
- HOW development and infrastructure is paid for



# PROJECT SCHEDULE

Project Phases	Data gathering & issues identification	Develop scenarios	Evaluate & analyze scenarios	Recommend preferred scenario & develop Plan	Plan review & adoption
Task	Fall '03/Winter '04	Spring 2004	Summer 2004	Fall '04/Winter '05	Spring 2005
Community Working Group	★	★ ★ ★	★ ★ ★	★ ★ ★	★
Community Open Houses & Workshops	★	★	★	★	★



We are Here

SPRINGWATER COMMUNITY PLAN  
 City of Gresham, Oregon in partnership with Multnomah County



# Project Schedule

- Fall 2003: Data Gathering and Issues Identification
- Winter 2004: Develop Scenarios
- Spring 2004: Evaluate and Analyze Scenarios
- Fall 2004: Recommend Preferred Scenario and Develop Plan
- Winter 2004/05: Plan Review and Adoption
- 2005: Annexation/Development Ready



# Stakeholder Input

- 3 Public Open Houses
- Public Workshop
- Community Working Group
- Focus Groups
  - Industrial
  - Natural Resources
  - Sustainability
  - Residential
  - Village Center

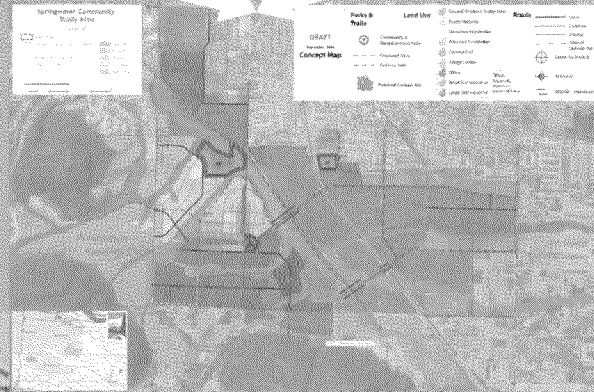
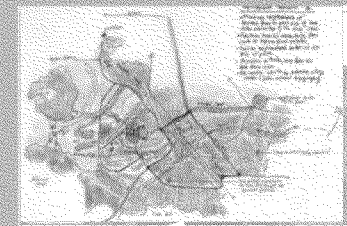
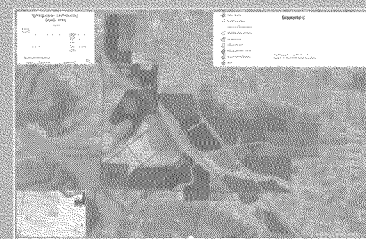
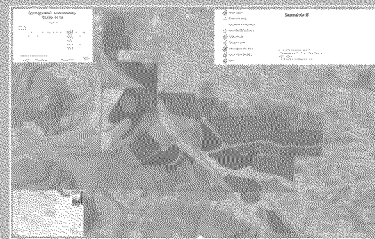
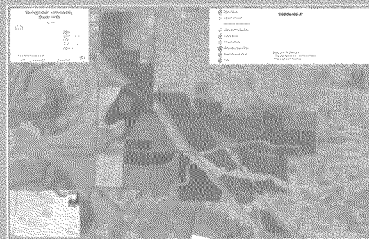


SPRINGWATER COMMUNITY PLAN  
*City of Gresham, Oregon in partnership with Multnomah County*



# Scenario Approach

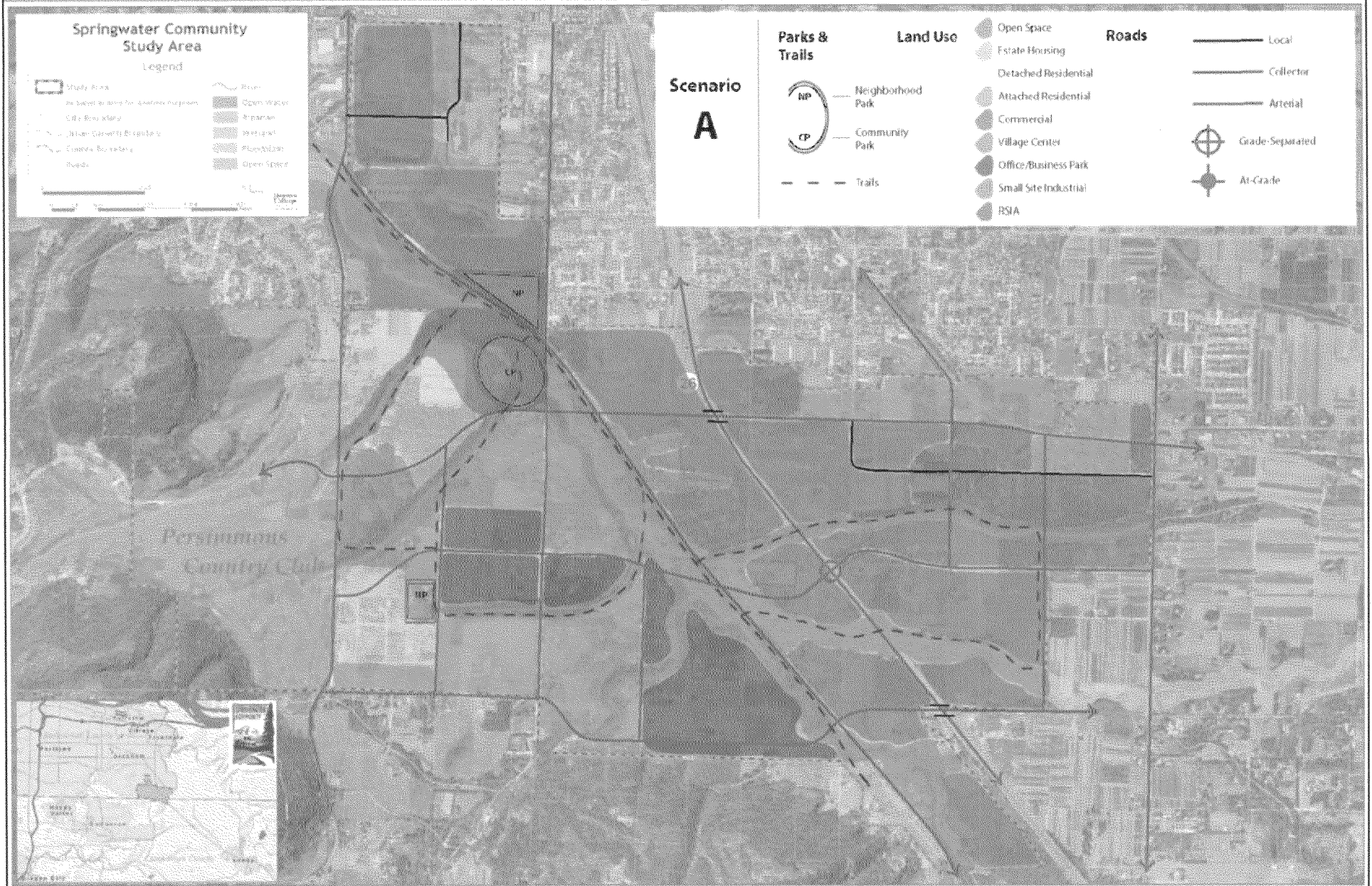
## Goals, Analysis, Input



SPRINGWATER COMMUNITY PLAN  
City of Gresham, Oregon in partnership with Multnomah County

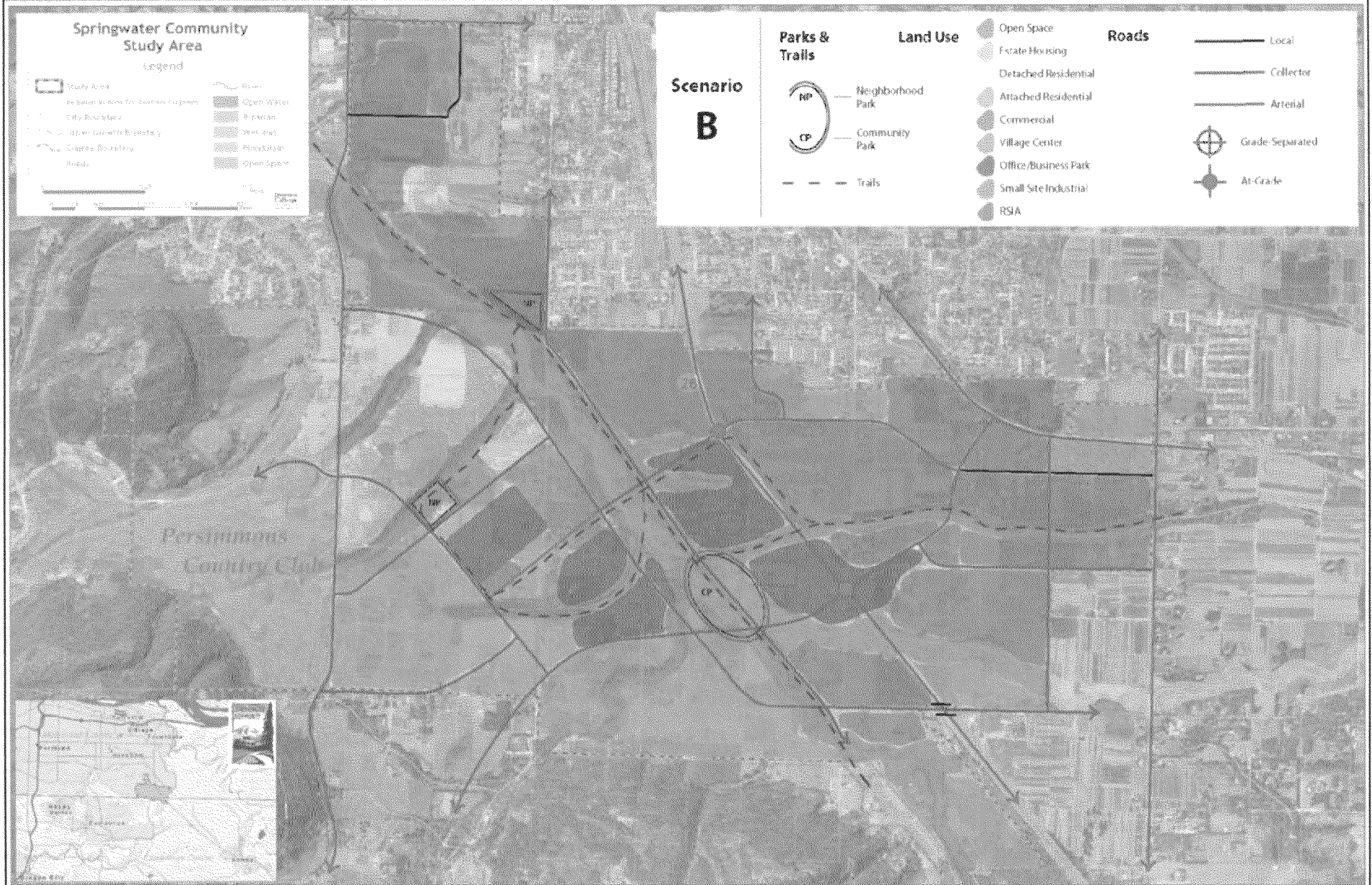


# Scenario A - Land Uses



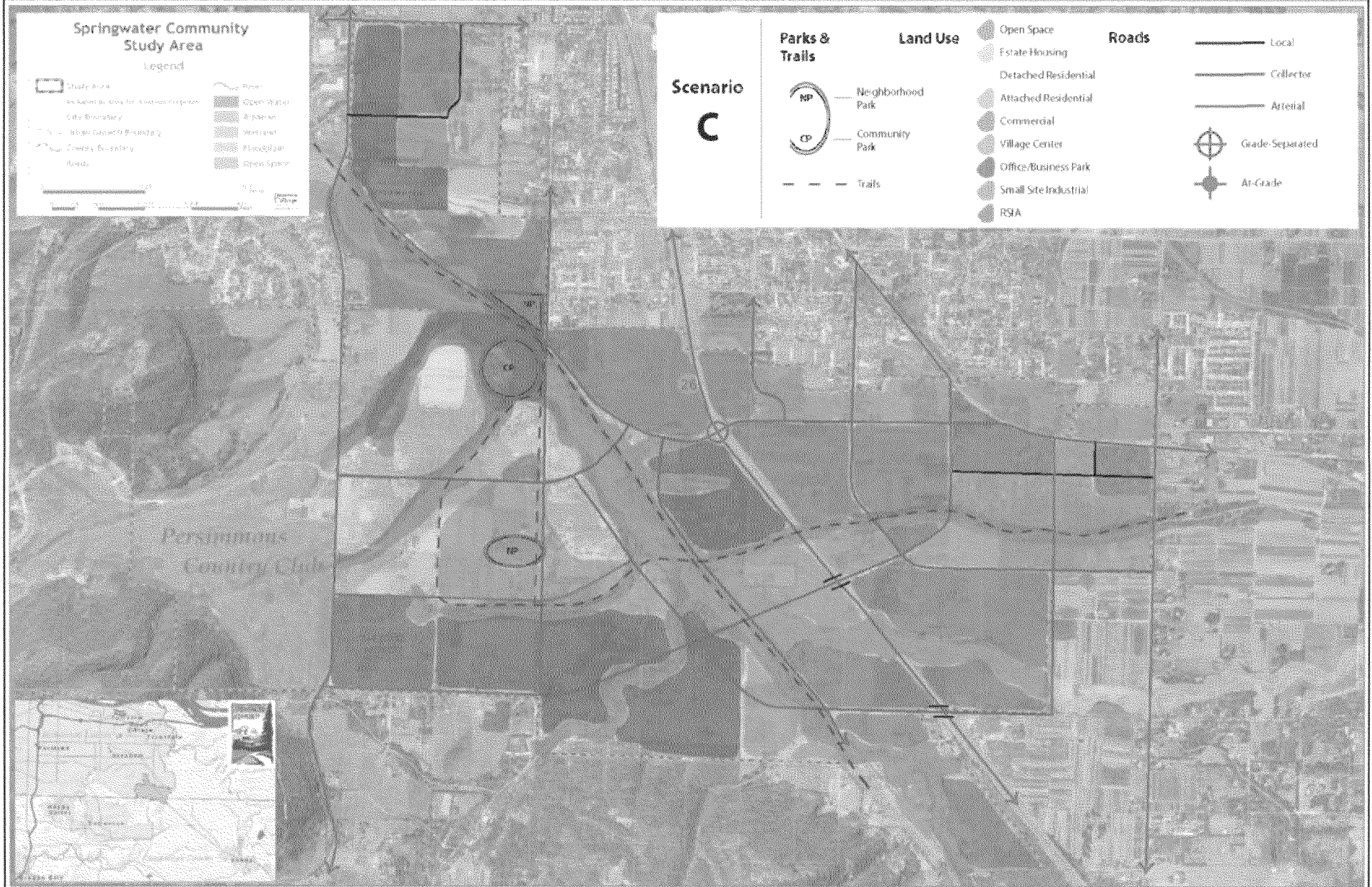


# Scenario B - Land Uses

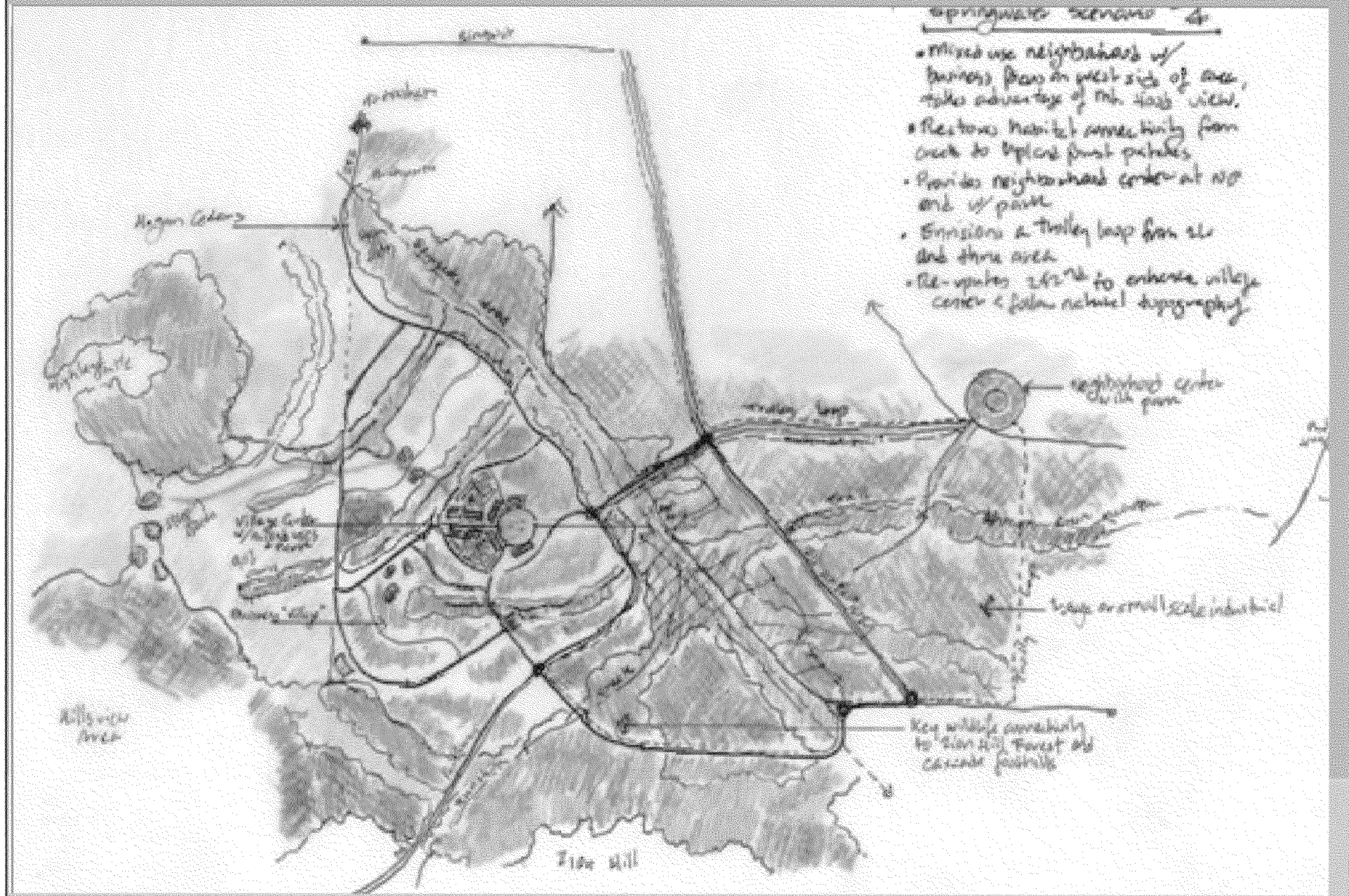




# Scenario C - Land Uses

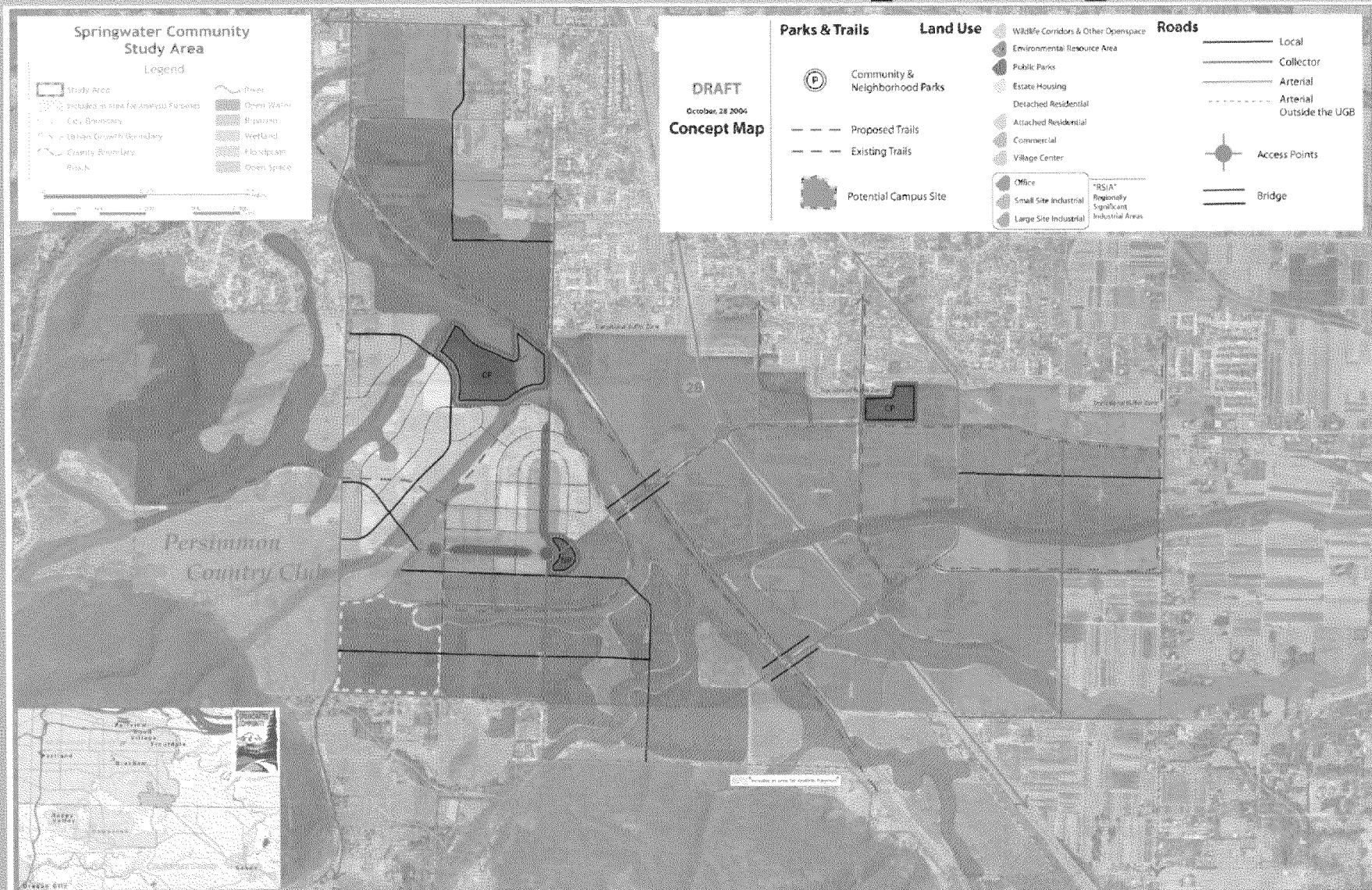


# CWG Input The “4<sup>th</sup> Scenario” Sketch





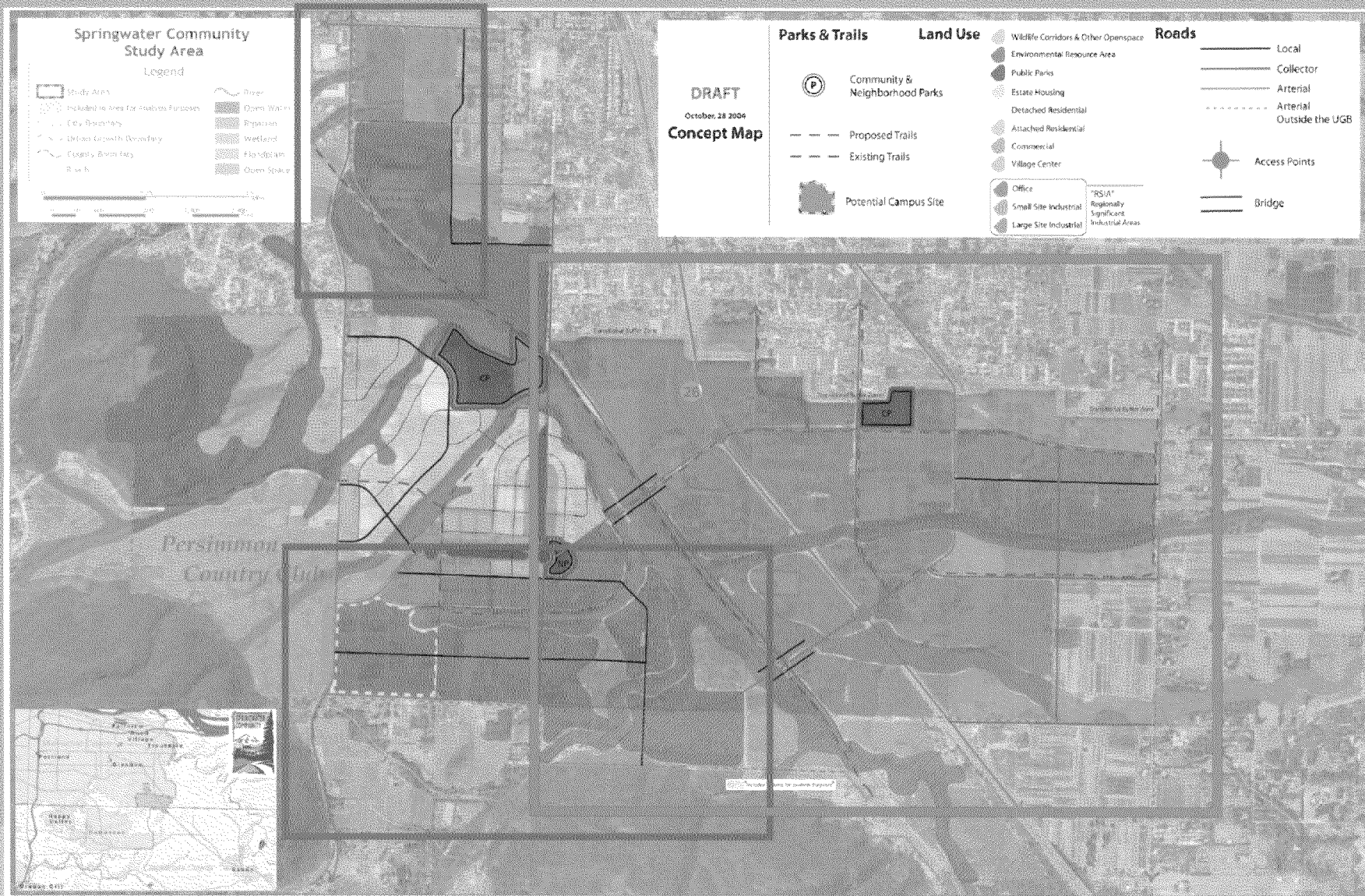
# The Draft Concept Map



**SPRINGWATER COMMUNITY PLAN**  
City of Gresham, Oregon in partnership with Multnomah County



# Employment Areas



City of Gresham, Oregon in partnership with Multnomah County



# Sm./Lg. Site Industrial Land

Focused to  
flatter areas with  
good access

Flexible mix of  
large and small  
sites

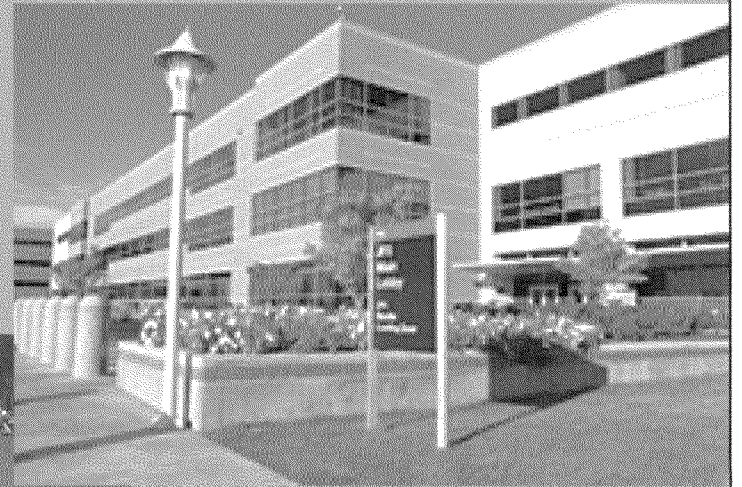
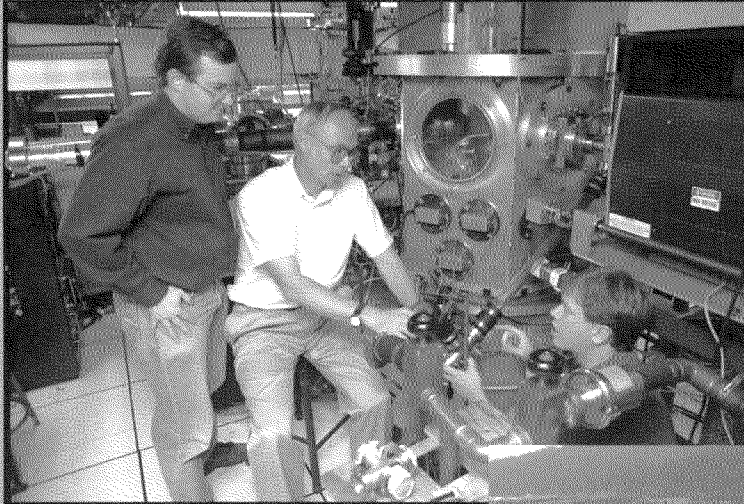
Industrial  
serving  
retail

WATER COMMUNITY PLAN

Oregon in partnership with Multnomah County



# Industrial Lands

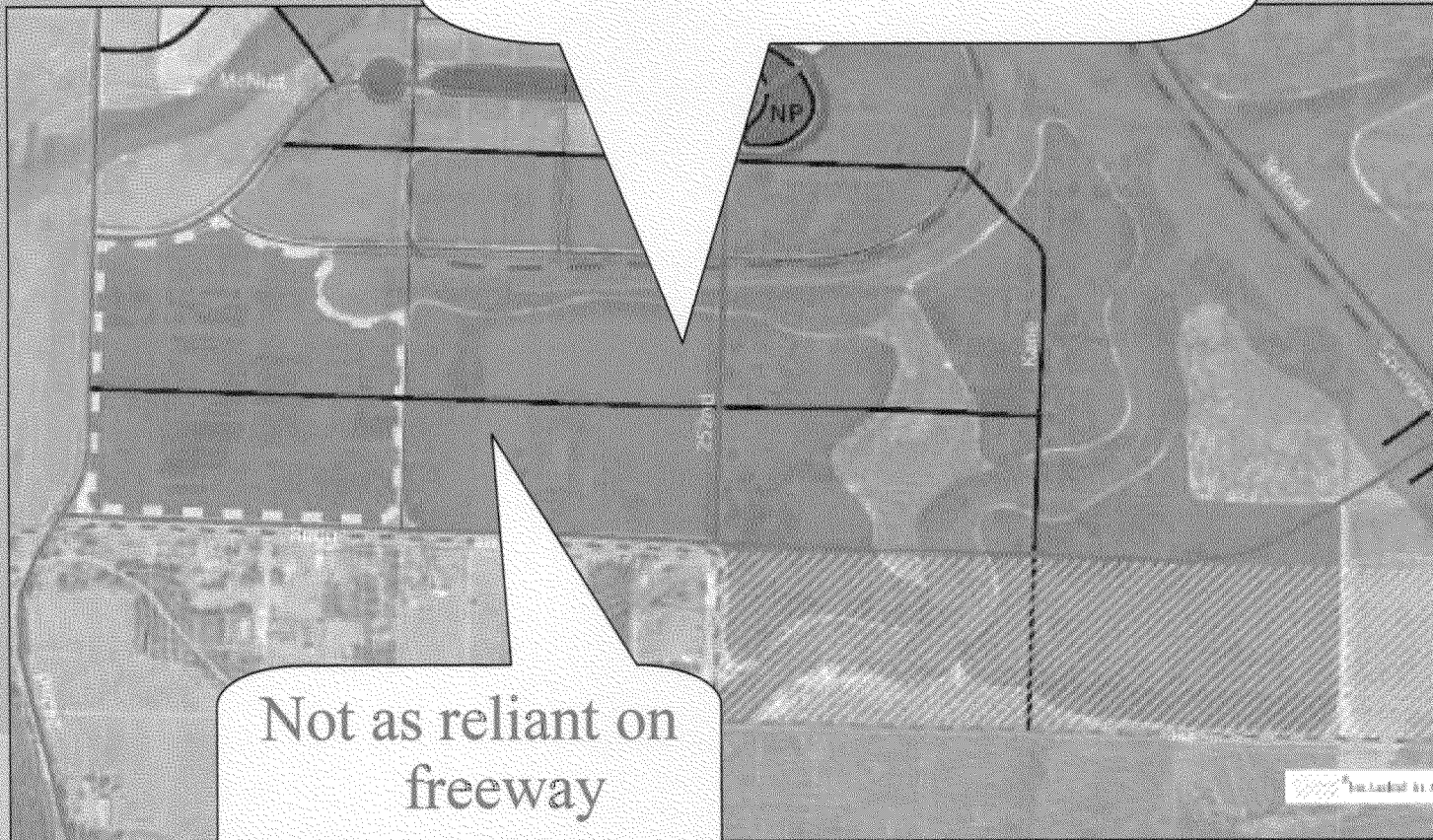


SPRINGWATER COMMUNITY PLAN  
*City of Gresham, Oregon in partnership with Multnomah County*



# Office Industrial Land

- Research & Development
- Corporate Headquarters
- Tech/Flex



Not as reliant on  
freeway  
access

region in partnership with Multnomah County



# Brickworks Site



- Residential surrounding schools
- Mixed Use Commercial at intersection of 242<sup>nd</sup> & Palmquist
- Office Industrial and Small Site Industrial

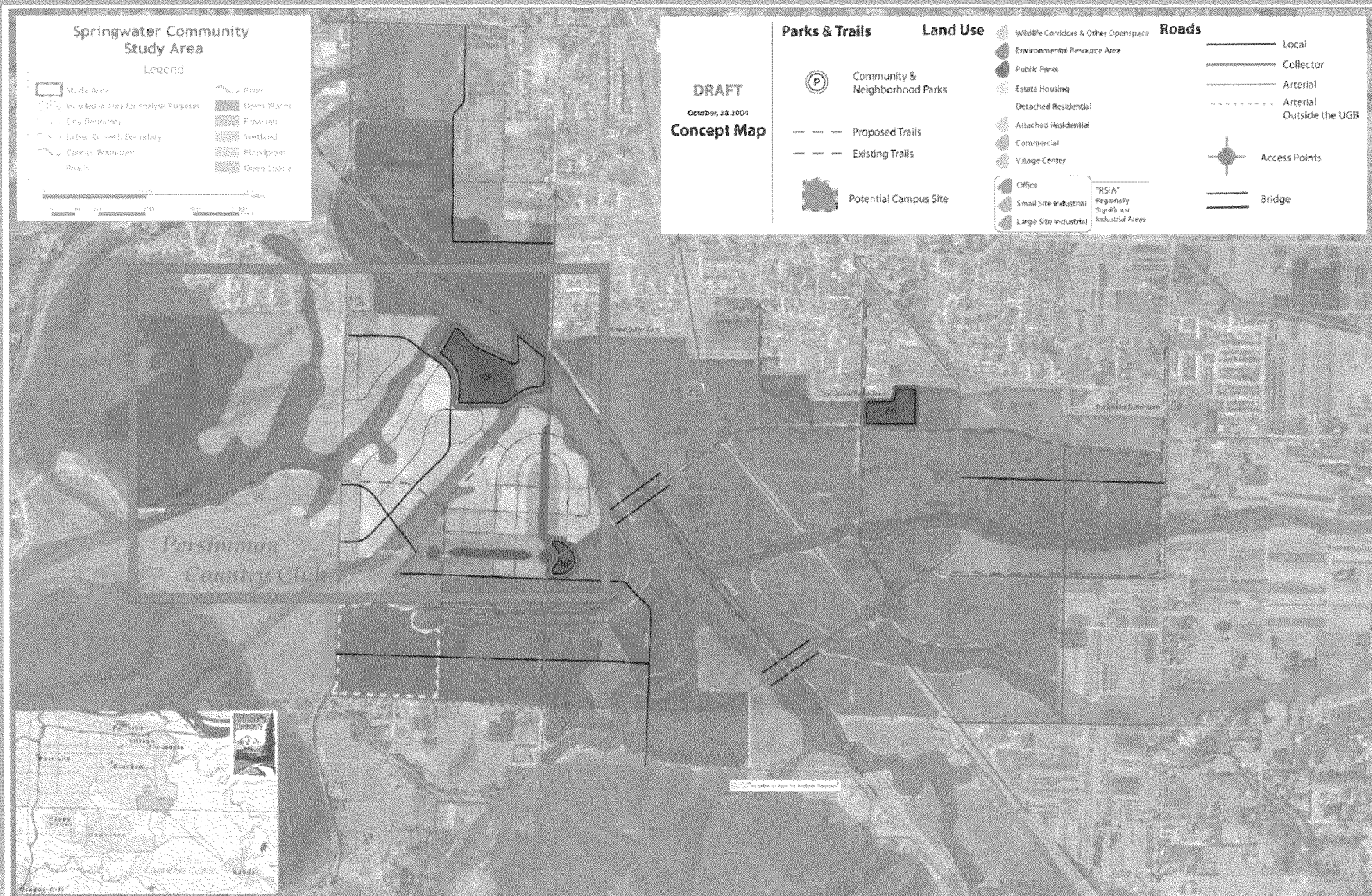
SPRINGWATER COMMUNITY PLAN  
*City of Gresham, Oregon in partnership with Multnomah County*







# Residential Areas



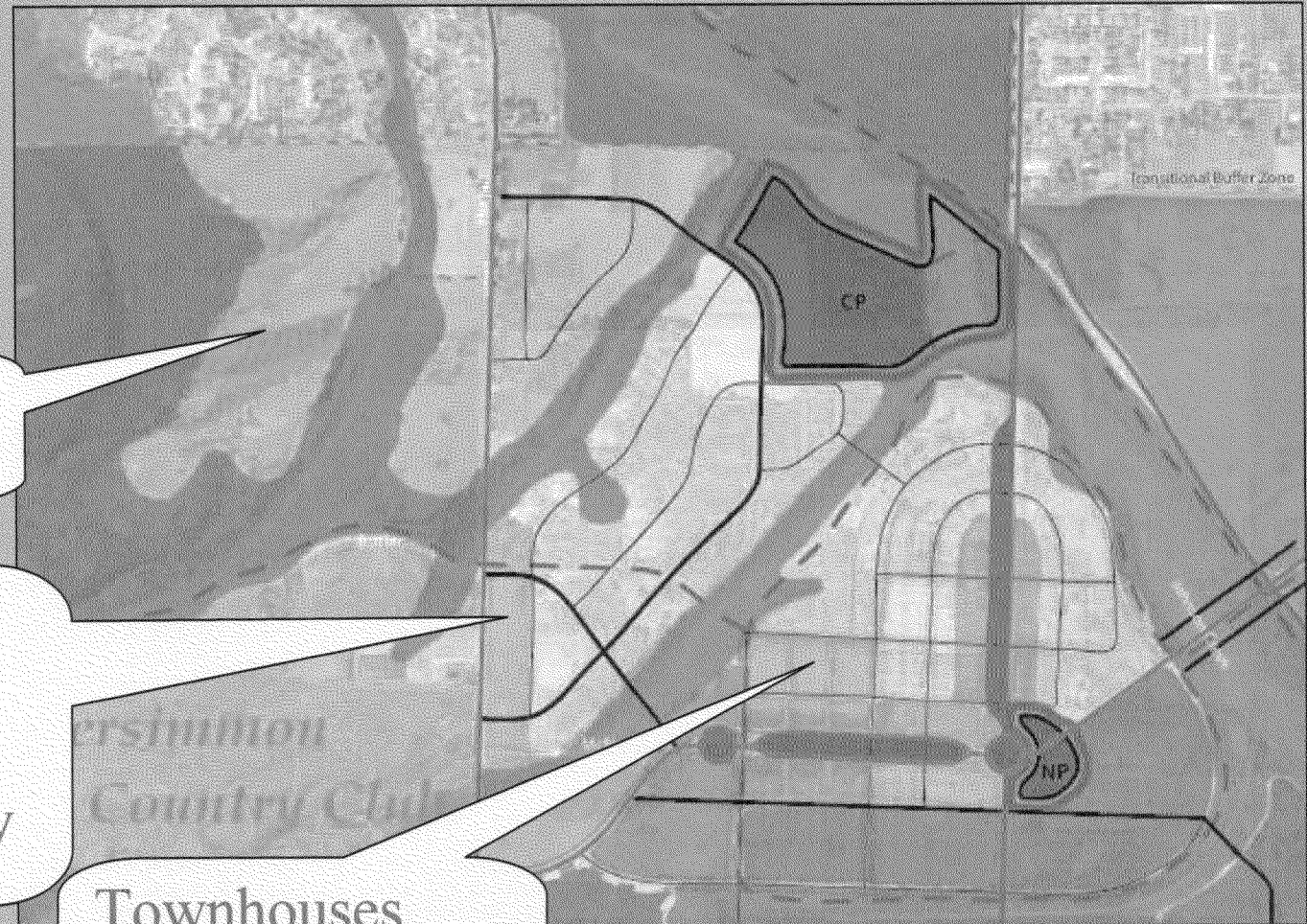


# Residential Areas

Low density on  
sloped areas

Attached  
housing on  
Hogan with  
single-family  
behind

Townhouses  
around the  
village



SP COMMUNITY PLAN  
City of C Partnership with Multnomah County





SPRINGWATER COMMUNITY PLAN  
*City of Gresham, Oregon in partnership with Multnomah County*



# Mixed-Use Village Center

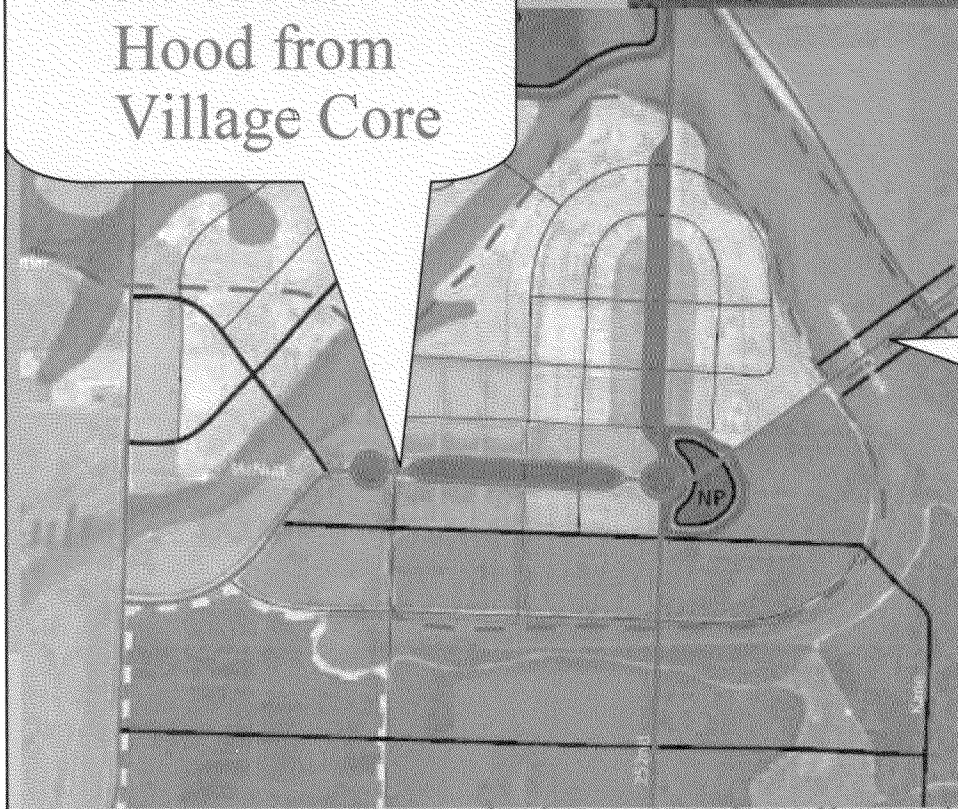
- Retail, commercial, service, and housing
- Vistas of the Cascades and Mt. Hood
- Park blocks with higher density housing
- Access to Johnson Creek and the Springwater Corridor



# Mixed-Use Village Center



View of Mt.  
Hood from  
Village Core



Easy access  
from all of  
Springwater

COMMUNITY PLAN  
*Partnership with Multnomah County*



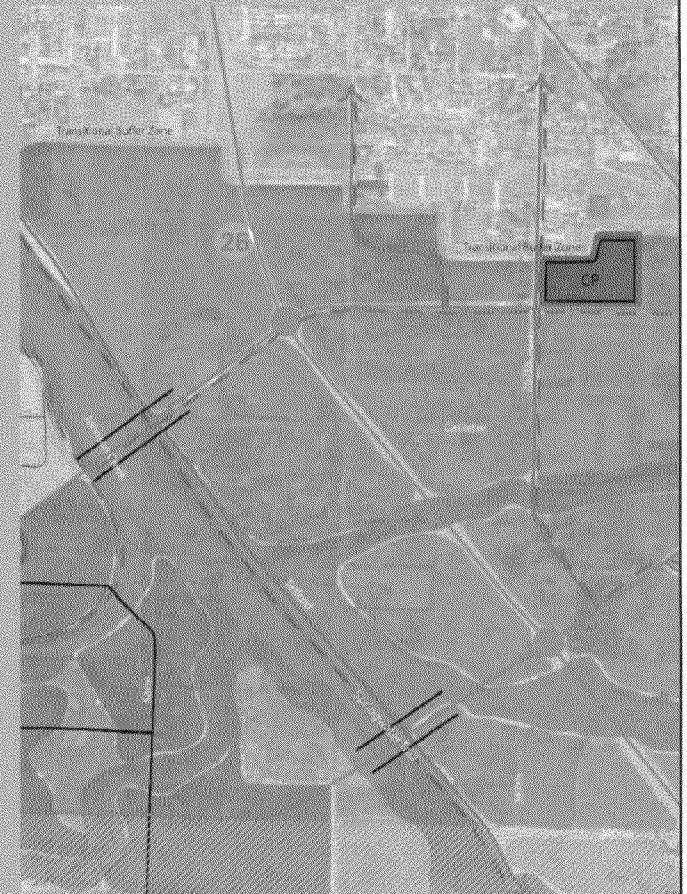


SPRINGWATER COMMUNITY PLAN  
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# Transportation

- 2 Options for US 26:
  - A new interchange plus over pass
  - Or, two at-grade intersections
- Green streets to provide natural stormwater conveyance



COMMUNITY PLAN

*City of Gresham, Oregon in partnership with Multnomah County*



# Natural Resources

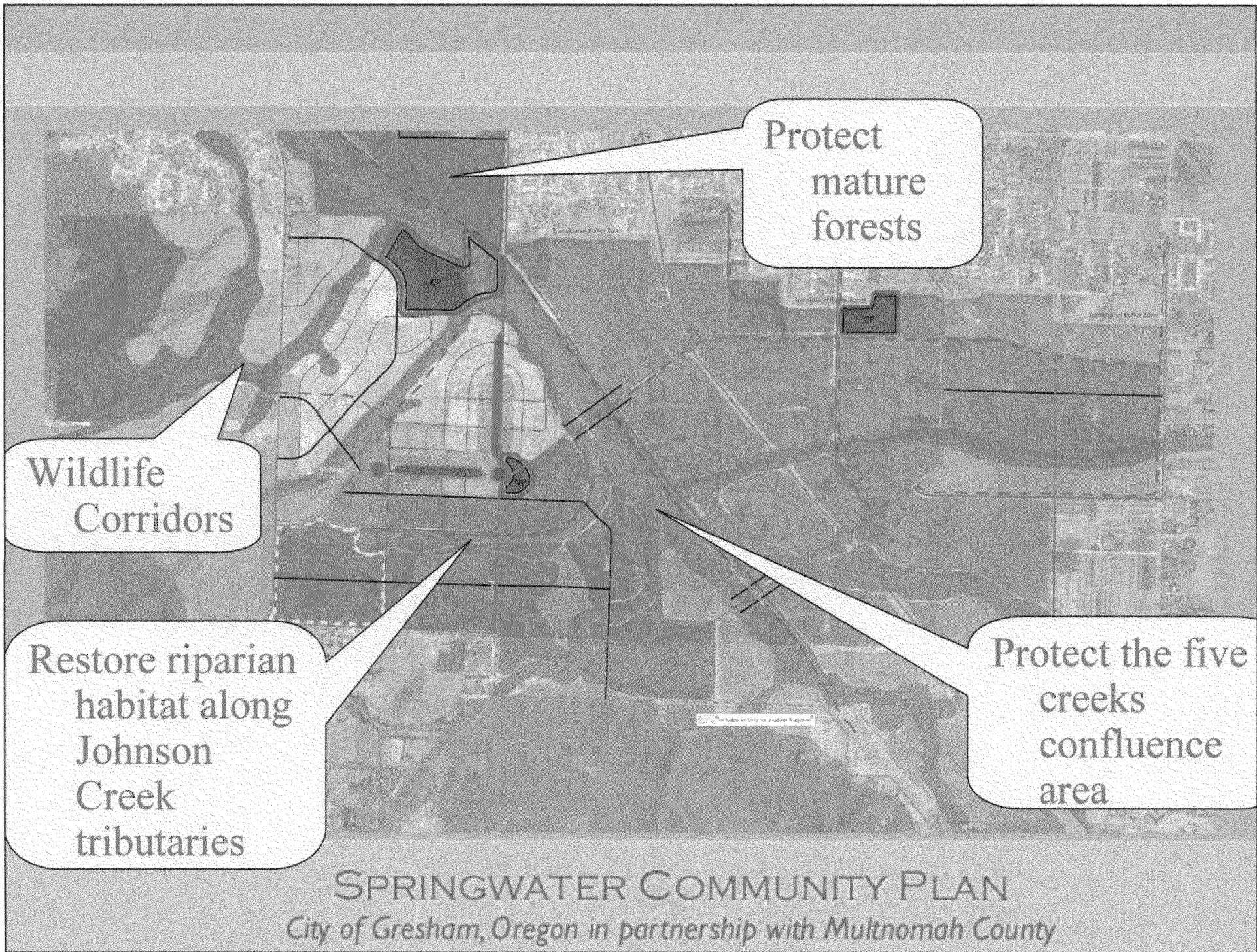


- An integrated natural resources system based on Johnson Creek and its tributaries



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*City of Gresham, Oregon in partnership with Multnomah County*

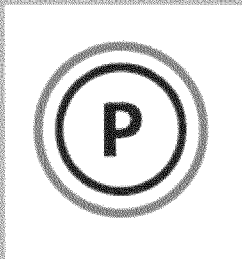






# Three New Parks

- A neighborhood park located in the village center
- Two new community parks
- Trails to provide access to neighborhoods and the regional trail system.



SPRING  
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# Water, Wastewater, and Stormwater Infrastructure

- Green streets
- Regional stormwater detention facilities
- Efficient infrastructure design



City of Gresham, Oregon in partnership with



# Next Steps

- Currently: Develop Code & Implementation Strategies
- Spring 2005: Plan Adoption

**BOGSTAD Deborah L**

---

**From:** ABRAHAMSON Ed  
**Sent:** Tuesday, January 11, 2005 1:24 PM  
**To:** BOGSTAD Deborah L  
**Cc:** Lakin, Kristy; BEASLEY Charles  
**Subject:** FW: Springwater presentation



Slide 17.ppt  
(376 KB)

Deb—

We're scheduled to make a BCC presentation on the Springwater Concept Plan this Thursday (R-5). The City of Gresham has changed one of the slides (#17) and would like to replace it. Attached you will find the slide and if you could please replace it, we would appreciate it. Please let me know if you have difficulty with it and/or you are unable to replace it because the packets have gone out. I will be arriving before the meeting to make sure the equipment is operating properly.

Thanx  
ed

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

**From:** Lakin, Kristy [mailto:Kristy.Lakin@ci.gresham.or.us]  
**Sent:** Tuesday, January 11, 2005 12:42 PM  
**To:** BEASLEY Charles; ABRAHAMSON Ed  
**Subject:** Springwater presentation

Chuck & Ed,

I can't remember if the PowerPoint version you have for Thursday's Springwater presentation is the latest or not. The only change would be to slide 17. Would you please check to make sure it doesn't still say "add latest design"? If it does, I've attached the appropriate slide to replace it.

Thanks much,  
Kristy  
<<Slide 17.ppt>>  
Kristy Lakin, Associate Planner  
Community & Economic Development Dept.  
City of Gresham  
1333 NW Eastman Parkway  
Gresham, Oregon 97030  
503.618.2195





Add Latest  
Design

## Brickworks Site:

- **Residential surrounding schools**
- **Mixed Use Commercial at intersection of 242<sup>nd</sup> & Palmquist**
- **Office Industrial and Small Site Industrial**



# Brickworks Site



- Residential surrounding schools
- Mixed Use Commercial at intersection of 242<sup>nd</sup> & Palmquist
- Office Industrial and Small Site Industrial



# Springwater Community Study Area

## Legend

- Study Area
- Included in Area for Analysis Purposes
- City Boundary
- Urban Growth Boundary
- County Boundary
- Roads
- River
- Open Water
- Riparian
- Wetland
- Floodplain
- Open Space



## Concept Map

DRAFT

November 9, 2004

## Parks & Trails



Community & Neighborhood Parks

Proposed Trails

Existing Trails



Potential Campus Site

## Land Use

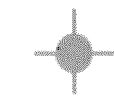
- Wildlife Corridors & Other Openspace
- Environmental Resource Area
- Public Parks
- Estate Housing
- Detached Residential
- Attached Residential
- Commercial
- Village Center

- Office
- Small Site Industrial
- Large Site Industrial

\*RSIA\* Regionally Significant Industrial Areas

## Roads

- Local
- Collector
- Arterial
- Arterial Outside the UGB



Access Points

Bridge







## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-6 - REVISED  
Est. Start Time: 10:30 AM  
Date Submitted: 12/20/04

### PROJECT REALLOCATION: FPM-02

**Agenda Title:** Reallocation of Facilities Capital Project Funds FPM-02, Multnomah County  
**Title:** Justice Center Chiller #1 Upgrade Project

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Business and Community Services</u>	<b>Division:</b>	<u>Facilities &amp; Property Mgmt</u>
<b>Contact(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>Phone:</b>	<u>503 988-4213</u>	<b>Ext.</b>	<u>84213</u>
<b>Presenter(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>I/O Address:</b>	<u>274</u>		

### General Information

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

Requested action is to approve an increase in project authorization by \$305,000 for this project (CP08.04.23). Budget authorized in FY05 is \$600,000. Revised project authorization will be \$905,000 with this action.

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

The Board included the following Budget Note in the FY05 Adopted Budget: "No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be brought back to the Board for approval. Facilities shall report to the Board on a semi annual basis the progress of capital projects and the financial status of capital and maintenance projects." This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15, created to implement this process.

The Justice Center Chiller #1 Upgrade project requires additional funding of \$305,000 due to scope changes required to upgrade the chiller plant.

This project was conceived in 1998 as a response to the phase out of CFC refrigerants due to their contribution to depletion of the ozone layer (Montreal Protocol). At that time it was believed that Chiller #1 would be converted to operate with HCFC-123, an alternative refrigerant to R-11. Chiller #2, the small chiller, would remain. Although it would have added new life to an older chiller, many major components in the chiller are too expensive to overhaul and the unit would essentially be rebuilt. Also, it should be noted that HCFC is a type of refrigerant that may contribute to global warming (Kyoto Protocol).

In 2001, an engineering analysis confirmed that Chiller #1 was adequate to handle the cooling load of the building. Chiller #2 was being used during low load conditions. When Chiller #1 is replaced, the engineering report said it needed to be demolished in place in order to remove it from the building and since there is no means of access large enough to get a single chiller of sufficient size into the building, multiple smaller chillers would have to be installed. Other options were explored but not recommended.

The project was assigned to a Project Manager in September this year for completion by June 30, 2005. A scope of work was developed for an A/E firm which directed the consultant to explore the possibility of building a replacement chiller in-place to minimize costs. The alternative was the multiple chiller arrangement proposed in 2001. Contractors developed several methods of opening the wall on the ninth floor for the new equipment and in the end the multiple chiller approach was adopted because it was the best approach. The original proposal assumed that the chillers could be installed back-to-back with only minor modifications to the existing piping system. Instead, both chillers have to be removed and all of the associated pumps have to be replaced. This involves more extensive piping and controls than originally anticipated but is necessary to accommodate for the challenges and constraints of the existing mechanical space.

The chillers being proposed are centrifugal chillers that use non-CFC refrigerant. There would be four modular assemblies in each pad where the existing chillers are located, requiring two master controllers.

The total energy savings anticipated for this proposal is estimated to be over \$60,000 annually.

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

Overall fund balance remains the same. \$305,000 of the \$410,000 adopted for the Restitution Center re-roof (CP08.43.03) will be forgone this year and reviewed for inclusion in FY 06 or later. The Restitution Center roof has been evaluated, and although in need of replacement, a fiberglass recoating (remains in the Restitution Re-roof Budget) over the existing roof will bridge the period between now and complete re-roof or future disposition. Adequate funds will remain in the Restitution Center roof project to cover this work.

Costs for this project are borne jointly by Multnomah County and City of Portland (57%/43% respectively). The FY05 budget contains revenue from City of Portland for their share of the adopted \$600,000 total cost. Timing and budgeting conditions are expected to push receipt of their share of this increase into FY06. Additionally, the Energy Trust is expected to provide a \$200,000 incentive for us to complete the project (our share would be \$144,000). These two items will become part of the FY06 Capital Improvement Fund budget.

The Energy Trust was established after passage of Senate Bill 1149, the electric industry restructuring bill of 1999. The law set aside 3 percent of electric utility bills from PGE and PPL for "public purposes", including investments in energy efficiency and renewable energy projects. The Oregon Public Utility Commission authorized the Energy Trust to administer these programs. In September, Multnomah County Facilities and Property Management completed the Energy Trust Building Efficiency Program application and requested a Technical Analysis Study for this project. Under the program, we receive a study at no cost to us if we implement at least one of the recommendations. When the study is done, we apply to Energy Trust for additional incentives for the purchase and installation of recommendations made in the study. We choose which measures to implement and make our own arrangements for the purchase and installation by a contractor of our choice. We will be paid an incentive by Energy Trust in an amount dependent on the actual installation costs. The Study is complete and indicates a possible incentive from the Energy Trust for this project will be \$200,000. Incentives are provided in the form of a check to the applicant.

This project is estimated to save \$60,000 in annual energy costs. Based on the County budget for this project of \$905,000, this results in a simple payback over 15 years. Including the Energy Trust incentive, this project has a simple payback of less than 12 years. Maintenance savings and avoided costs associated with management of annual refrigerant leakage in compliance with the EPA Clean Air Act have not been estimated.

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

This project is in compliance with and supports the 2001 "Local Action Plan on Global Warming" (Resolution 01-052) and the "High Performance Green Building Policy" adopted by the Multnomah County Board of Commissioners in November. This project would meet Prerequisite 3, Ozone Protection, of the LEED-EB (Existing Building) Energy and Atmosphere Section and provide support for Prerequisite 2 for establishing a minimum level of energy efficiency for the building and systems. Ozone protection is provided through zero use of CFC-based refrigerants. However, this project has a simple payback of greater than 10 years and could be considered exempt from the requirements of Prerequisite 3 if a third-party audit provides the proper documentation to support the exemption.

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

This project is funded by the City of Portland and Multnomah County through the condominium agreement. The City of Portland funded this project in 2001 and the monies need to be expended by June 30, 2005. The City of Portland has been informed of the scope and budget implications for incorporation in future capital budget proposals.

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
No budget change except at project level
- What do the changes accomplish?
- Do any personnel actions result from this budget modification? Explain.  
No
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

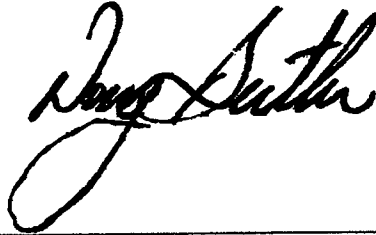


## ATTACHMENT B

PROJECT REALLOCATION: FPM-02

### Required Signatures

Facilities &  
Property  
Management  
Director:



Date: 12/20/04

Chief Financial  
Officer:



Date: 12/21/04

Budget Director:



Date: 12/21/04

Project Reallocation Bud Mod:

FPM-02

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Accounting Unit					Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
	Fund Center	Fund Code	Internal Order	Cost Center	WBS Element						
	70-50	2507			CP08.04.23		600,000	905,000	305,000		Increase Justice Center Chiller #1
	70-50	2507			CP08.43.03		410,000	105,000	(305,000)		Decrease Restitution Re-roof Project
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								0	0	0	GRAND TOTAL

**BOGSTAD Deborah L**

---

**From:** THOMAS Bob C  
**Sent:** Thursday, January 06, 2005 1:09 PM  
**To:** BOGSTAD Deborah L  
**Cc:** LINDENTHAL John A; PEARSON Stephen E  
**Subject:** Revised Facilities Board Items for January 13th

Deb:

I just got these corrections from Facilities. Both Board items, FPM-02 and FPM-02 have *minor* changes in the values used in the placement material. There is no net change in the amount that Facilities is requesting for either project.

For FPM-02, Justice Center Chiller #1, the first file attached replaces the original spreadsheet. There was a cell error that showed the incorrect value in the revised total. There is no net change in what Facilities is requesting from the Board.

For FPM-02, Justice Center Sewer Macerator Project, the APR has revised figures in section 1, with no net change in what Facilities is requesting from the Board. The Bud Mod spreadsheet for that same item has also been revised to reflect the correct figures on that item.

John Lindenthal will be describing these two items to Board Staff on Monday and will remind them of the revised information being provided to you today.

Thanks for your help, Bob

1/6/2005



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 01/13/05  
**Agenda Item #:** R-6  
**Est. Start Time:** 10:30 AM  
**Date Submitted:** 12/20/04

### PROJECT REALLOCATION: FPM-02

**Agenda Title:** Reallocation of Facilities Capital Project Funds FPM-02, Multnomah County  
**Title:** Justice Center Chiller #1 Upgrade Project

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

<b>Date Requested:</b>	January 13, 2005	<b>Time Requested:</b>	5 mins
<b>Department:</b>	Business and Community Services	<b>Division:</b>	Facilities & Property Mgmt
<b>Contact(s):</b>	John Lindenthal, Gail Hochhalter		
<b>Phone:</b>	503 988-4213	<b>Ext.:</b>	84213
		<b>I/O Address:</b>	274
<b>Presenter(s):</b>	John Lindenthal, Gail Hochhalter		

### General Information

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

Requested action is to approve an increase in project authorization by \$305,000 for this project (CP08.04.23). Budget authorized in FY05 is \$600,000. Revised project authorization will be \$905,000 with this action.

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

The Board included the following Budget Note in the FY05 Adopted Budget: "No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be brought back to the Board for approval. Facilities shall report to the Board on a semi annual basis the progress of capital projects and the financial status of capital and maintenance projects." This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15, created to implement this process.

The Justice Center Chiller #1 Upgrade project requires additional funding of \$305,000 due to scope changes required to upgrade the chiller plant.

This project was conceived in 1998 as a response to the phase out of CFC refrigerants due to their contribution to depletion of the ozone layer (Montreal Protocol). At that time it was believed that Chiller #1 would be converted to operate with HCFC-123, an alternative refrigerant to R-11. Chiller #2, the small chiller, would remain. Although it would have added new life to an older chiller, many major components in the chiller are too expensive to overhaul and the unit would essentially be rebuilt. Also, it should be noted that HCFC is a type of refrigerant that may contribute to global warming (Kyoto Protocol).

In 2001, an engineering analysis confirmed that Chiller #1 was adequate to handle the cooling load of the building. Chiller #2 was being used during low load conditions. When Chiller #1 is replaced, the engineering report said it needed to be demolished in place in order to remove it from the building and since there is no means of access large enough to get a single chiller of sufficient size into the building, multiple smaller chillers would have to be installed. Other options were explored but not recommended.

The project was assigned to a Project Manager in September this year for completion by June 30, 2005. A scope of work was developed for an A/E firm which directed the consultant to explore the possibility of building a replacement chiller in-place to minimize costs. The alternative was the multiple chiller arrangement proposed in 2001. Contractors developed several methods of opening the wall on the ninth floor for the new equipment and in the end the multiple chiller approach was adopted because it was the best approach. The original proposal assumed that the chillers could be installed back-to-back with only minor modifications to the existing piping system. Instead, both chillers have to be removed and all of the associated pumps have to be replaced. This involves more extensive piping and controls than originally anticipated but is necessary to accommodate for the challenges and constraints of the existing mechanical space.

The chillers being proposed are centrifugal chillers that use non-CFC refrigerant. There would be four modular assemblies in each pad where the existing chillers are located, requiring two master controllers.

The total energy savings anticipated for this proposal is estimated to be over \$60,000 annually.

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

Overall fund balance remains the same. \$305,000 of the \$410,000 adopted for the Restitution Center re-roof (CP08.43.03) will be forgone this year and reviewed for inclusion in FY 06 or later. The Restitution Center roof has been evaluated, and although in need of replacement, a fiberglass recoating (remains in the Restitution Re-roof Budget) over the existing roof will bridge the period between now and complete re-roof or future disposition. Adequate funds will remain in the Restitution Center roof project to cover this work.

Costs for this project are borne jointly by Multnomah County and City of Portland (57%/43% respectively). The FY05 budget contains revenue from City of Portland for their share of the adopted \$600,000 total cost. Timing and budgeting conditions are expected to push receipt of their share of this increase into FY06. Additionally, the Energy Trust is expected to provide a \$200,000 incentive for us to complete the project (our share would be \$144,000). These two items will become part of the FY06 Capital Improvement Fund budget.



The Energy Trust was established after passage of Senate Bill 1149, the electric industry restructuring bill of 1999. The law set aside 3 percent of electric utility bills from PGE and PPL for "public purposes", including investments in energy efficiency and renewable energy projects. The Oregon Public Utility Commission authorized the Energy Trust to administer these programs. In September, Multnomah County Facilities and Property Management completed the Energy Trust Building Efficiency Program application and requested a Technical Analysis Study for this project. Under the program, we receive a study at no cost to us if we implement at least one of the recommendations. When the study is done, we apply to Energy Trust for additional incentives for the purchase and installation of recommendations made in the study. We choose which measures to implement and make our own arrangements for the purchase and installation by a contractor of our choice. We will be paid an incentive by Energy Trust in an amount dependent on the actual installation costs. The Study is complete and indicates a possible incentive from the Energy Trust for this project will be \$200,000. Incentives are provided in the form of a check to the applicant.

This project is estimated to save \$60,000 in annual energy costs. Based on the County budget for this project of \$905,000, this results in a simple payback over 15 years. Including the Energy Trust incentive, this project has a simple payback of less than 12 years. Maintenance savings and avoided costs associated with management of annual refrigerant leakage in compliance with the EPA Clean Air Act have not been estimated.

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

This project is in compliance with and supports the 2001 "Local Action Plan on Global Warming" (Resolution 01-052) and the "High Performance Green Building Policy" adopted by the Multnomah County Board of Commissioners in November. This project would meet Prerequisite 3, Ozone Protection, of the LEED-EB (Existing Building) Energy and Atmosphere Section and provide support for Prerequisite 2 for establishing a minimum level of energy efficiency for the building and systems. Ozone protection is provided through zero use of CFC-based refrigerants. However, this project has a simple payback of greater than 10 years and could be considered exempt from the requirements of Prerequisite 3 if a third-party audit provides the proper documentation to support the exemption.

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

This project is funded by the City of Portland and Multnomah County through the condominium agreement. The City of Portland funded this project in 2001 and the monies need to be expended by June 30, 2005. The City of Portland has been informed of the scope and budget implications for incorporation in future capital budget proposals.

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
No budget change except at project level
- What do the changes accomplish?
- Do any personnel actions result from this budget modification? Explain.  
No
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

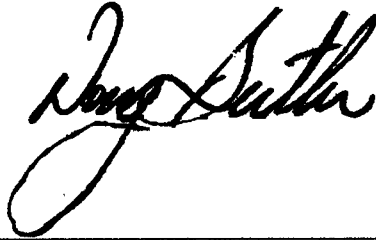
*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

PROJECT REALLOCATION: FPM-02

### Required Signatures

Facilities &  
Property  
Management  
Director:



Date: 12/20/04

Chief Financial  
Officer:



Date: 12/21/04

Budget Director:



Date: 12/21/04

Project Reallocation Bud Mod:

FPM-02

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	70-50	2507			CP08.04.23		600,000	490,000	305,000		Increase Justice Center Chiller #1
2	70-50	2507			CP08.43.03		410,000	105,000	(305,000)		Decrease Restitution Re-roof Project
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## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-7 - REVISED  
Est. Start Time: 10:35 AM  
Date Submitted: 01/06/05

### PROJECT REALLOCATION: FPM-03

**Agenda Title:** **Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County**  
**Justice Center Sewer Macerator Project**

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 min</u>
<b>Department:</b>	<u>Business and Community Services</u>	<b>Division:</b>	<u>Facilities &amp; Property Mng.</u>
<b>Contact(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>Phone:</b>	<u>503 988 4213</u>	<b>Ext.</b>	<u>84213</u>
<b>Presenter(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>I/O Address:</b>	<u>274</u>		

### General Information

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

Requested action is to approve an increase in project authorization by \$39,000 for this project (CP08.57.03B). Carryover of the actual balance left \$102,637 available in FY05. The revised project authorizations for FY05 will be \$141,637 with this action.

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

The Board included the following Budget Note in the FY05 Adopted Budget: "No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be brought back to the Board for approval. Facilities shall report to the Board on a semi annual basis the progress of capital projects and the financial status of capital and maintenance projects." This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15, created to implement this process.



In September 2002, the County conducted a study to determine various methods of dealing with sewage blockages from the jail section of the Justice Center. Blockages cost considerable expense, health risks, and disruption to the orderly life of inmates and staff in the Jail. The City of Portland also charges the County for expenses incurred to clear blockages that occur when large waste reaches the City sewage system. These back charges can run into tens of thousands of dollars. The County's first response to the problem was to order a pin to be inserted into the clean out fitting of 280 toilets. When pins are used, all blockages caused by the inmates occur within the cells. The pins are sometimes broken or bent in the process of clearing out blockages. The study recommended a combination of methods including the installation of sewer macerators, a sewage grinder pump that is designed to grind and chew materials, such as towels and mattress covers, that inmates stuff down toilets to disrupt the system.

The project to install the macerators was started this fiscal year. In July this year, \$24,000 was added to the budget to cover costs related to the rise in the cost of steel, unexpected costs to reroute fire sprinkler, lights, ducting, and other utilities in the ceiling, and projected increases to the budget for the electrical installation. The budget increase was expected to be adequate to complete the project.

However, the project suffered a major setback seventy-two hours after the equipment was put into service. We responded to an alarm that the South Grinder failed. Metro Rooter Plumbing was dispatched to pump out the sewage tanks, clear the sump pumps, and remove the grinder cutter for inspection. A few days later there was a blockage in the North system caused by a sheet which became lodged in a flapper in a backwater valve. Metro was dispatched again to clear the blockage and make alterations to prevent another incident. Due to these added costs, the project now requires additional funding of \$39,000 to complete the project.

The systems were restored to service on November 24th.

The emergency repair costs (\$15,000) were directly related to CP08.57.03B.

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

Overall fund balance remains the same. \$24,000 was previously approved from the BWC through the CFO. \$15,000 of the \$410,000 adopted for the Restitution Center re-roof (CP08.43.03) will be forgone this year and reviewed for inclusion in FY 06 or later. Earlier, FPM-02, the Justice Center Chiller #1 Upgrade, reduced the Restitution Center re-roof project by an additional \$310,000. After this Board action, the roof project will have a revised project budget of \$90,000. The Restitution Center roof has been evaluated, and although in need of replacement, a fiberglass recoating (remains in the Restitution Re-roof Budget) over the existing roof will bridge the period between now and complete re-roof or future disposition. Adequate funds will remain in the Restitution Center roof project to cover this work.

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

None

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

None

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

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N/A
- What budgets are increased/decreased?  
No budget change except at project level
- What do the changes accomplish?
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- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
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- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

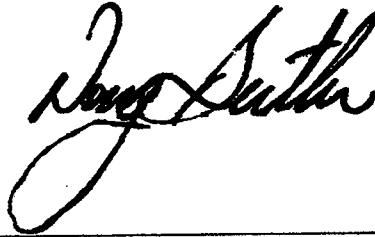
*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

PROJECT REALLOCATION: FPM-03

### Required Signatures

Facilities &  
Property  
Management  
Director:



Date:

Chief Financial  
Officer:



Date:

Budget Director:



Date:

Project Reallocation Bud Mod:

FPM-03

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

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53									0	0	GRAND TOTAL

**BOGSTAD Deborah L**

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**From:** THOMAS Bob C  
**Sent:** Thursday, January 06, 2005 1:09 PM  
**To:** BOGSTAD Deborah L  
**Cc:** LINDENTHAL John A; PEARSON Stephen E  
**Subject:** Revised Facilities Board Items for January 13th

Deb:

I just got these corrections from Facilities. Both Board items, FPM-02 and FPM-02 have *minor* changes in the values used in the placement material. There is no net change in the amount that Facilities is requesting for either project.

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John Lindenthal will be describing these two items to Board Staff on Monday and will remind them of the revised information being provided to you today.

Thanks for your help, Bob

1/6/2005





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 01/13/05  
**Agenda Item #:** R-7  
**Est. Start Time:** 10:35 AM  
**Date Submitted:** 12/20/04

### PROJECT REALLOCATION: FPM-03

**Agenda Title:** **Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County  
Justice Center Sewer Macerator Project**

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Business and Community Services</u>	<b>Division:</b>	<u>Facilities &amp; Property Mng.</u>
<b>Contact(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>Phone:</b>	<u>503 988-4213</u>	<b>Ext.</b>	<u>84213</u>
		<b>I/O Address:</b>	<u>274</u>
<b>Presenter(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		

### General Information

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

Requested action is to approve an increase in project authorization by \$39,000 for this project (CP08.57.03B). Carryover of the actual balance left \$194,647 available in FY05. The revised project authorizations for FY05 will be \$ 233,647 with this action.

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

The Board included the following Budget Note in the FY05 Adopted Budget: "No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be brought back to the Board for approval. Facilities shall report to the Board on a semi annual basis the progress of capital projects and the financial status of capital and maintenance projects." This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15, created to implement this process.

In September 2002, the County conducted a study to determine various methods of dealing with sewage blockages from the jail section of the Justice Center. Blockages cost considerable expense, health risks, and disruption to the orderly life of inmates and staff in the Jail. The City of Portland also charges the County for expenses incurred to clear blockages that occur when large waste reaches the City sewage system. These back charges can run into tens of thousands of dollars. The County's first response to the problem was to order a pin to be inserted into the clean out fitting of 280 toilets. When pins are used, all blockages caused by the inmates occur within the cells. The pins are sometimes broken or bent in the process of clearing out blockages. The study recommended a combination of methods including the installation of sewer macerators, a sewage grinder pump that is designed to grind and chew materials, such as towels and mattress covers, that inmates stuff down toilets to disrupt the system.

The project to install the macerators was started this fiscal year. In July this year, \$24,000 was added to the budget to cover costs related to the rise in the cost of steel, unexpected costs to reroute fire sprinkler, lights, ducting, and other utilities in the ceiling, and projected increases to the budget for the electrical installation. The budget increase was expected to be adequate to complete the project.

However, the project suffered a major setback seventy-two hours after the equipment was put into service. We responded to an alarm that the South Grinder failed. Metro Rooter Plumbing was dispatched to pump out the sewage tanks, clear the sump pumps, and remove the grinder cutter for inspection. A few days later there was a blockage in the North system caused by a sheet which became lodged in a flapper in a backwater valve. Metro was dispatched again to clear the blockage and make alterations to prevent another incident. Due to these added costs, the project now requires additional funding of \$39,000 to complete the project.

The systems were restored to service on November 24th.

The emergency repair costs (\$15,000) were directly related to CP08.57.03B.

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

Overall fund balance remains the same. \$24,000 was previously approved from the BWC through the CFO. \$15,000 of the \$410,000 adopted for the Restitution Center re-roof (CP08.43.03) will be forgone this year and reviewed for inclusion in FY 06 or later. Earlier, FPM-02, the Justice Center Chiller #1 Upgrade, reduced the Restitution Center re-roof project by an additional \$310,000. After this Board action, the roof project will have a revised project budget of \$90,000. The Restitution Center roof has been evaluated, and although in need of replacement, a fiberglass recoating (remains in the Restitution Re-roof Budget) over the existing roof will bridge the period between now and complete re-roof or future disposition. Adequate funds will remain in the Restitution Center roof project to cover this work.

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

None

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

None

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
No budget change except at project level
- What do the changes accomplish?
- Do any personnel actions result from this budget modification? Explain.  
No
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

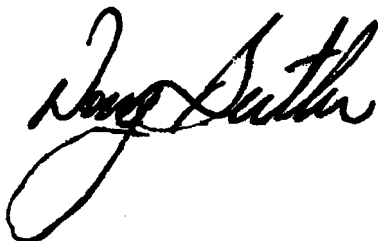
*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

PROJECT REALLOCATION: FPM-03

### Required Signatures

Facilities &  
Property  
Management  
Director:



Date: 12/20/04

Chief Financial  
Officer:



Date: 12/21/04

Budget Director:



Date: 12/21/04

Project Reallocation Bud Mod:

FPM-03

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	70-50	2507			CP08.57.03B		218,647	233,647	15,000		Increase Justice Center Macerator
2	70-50	2507			CP08.43.03		105,000	90,000	(15,000)		Decrease Restitution Re-roof Project
3							0	0	0		
4							0	0	0		
5							0	0	0		
6							0	0	0		
7							0	0	0		
8							0	0	0		
9							0	0	0		
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23							0	0			
24							0	0			
25											
26											
27											
28											
29								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 01.13.05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-8  
Est. Start Time: 10:40 AM  
Date Submitted: 12/20/04

### BUDGET MODIFICATION:

**NOTICE OF INTENT to Apply for a Centers for Disease Control and  
Agenda Prevention (CDC) Intervention and Evaluation Trails to Prevent Intimate  
Title: Partner Violence Grant**

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

Date Requested:	<u>January 13, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>DV</u>
Contact(s):	<u>Traci Goff</u>		
Phone:	<u>503-988-5464</u>	Ext.	<u>28409</u>
	I/O Address:		<u>166/6</u>
Presenter(s):	<u>Chiquita Rollins and Traci Goff</u>		

### General Information

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

The Domestic Violence Coordinator's Office, Department of County Human Services is requesting approval to submit a proposal to the Centers for Disease Control and Prevention (CDC). The Department of County Human Services recommends that this request be approved.

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

An estimated 1.9 million women are physically assaulted each year; three-quarters of those assaults are perpetrated by an intimate partner (Tjaden & Thoennes, 2000). Among women, the lifetime prevalence of physical assault by an intimate partner is 22% (Tjaden & Thoennes, 2000) and over 1200 women were murdered by their intimate partners in 2001 (Rennison, 2003). Beyond mortality, partner violence exacts a very serious toll on women's physical and mental health (Campbell, 2002). Partner violence also produces serious negative sequelae on children who witness it. In addition to costs to individuals, the economic burden of partner violence on society is estimated at \$5.8 billion per year in direct medical costs and lost productivity (National Center for Injury Prevention and

Control, 2003). Given the scope and toll of partner violence on victims and society, empirically supported interventions to prevent partner violence are greatly needed.

A recent report from the National Research Council (2004) calls for more methodologically rigorous studies to evaluate strategies for primary, secondary, and tertiary prevention of intimate partner violence. Many service models and programs to address violence against women have been developed and implemented. Often such programs exist in shelters and in the criminal justice system, and some programs do exist in non-traditional settings (i.e., workplace). Very few target the primary prevention of violence, and most lack evidence of efficacy, effectiveness, or cost-effectiveness (Graham-Bermann, 2001). One of the research objectives of this announcement is to expand the set of intervention programs and strategies that address intimate partner violence.

Research that examines the efficacy and effectiveness, including cost effectiveness, of the following types of strategies will be considered under this announcement:

1. Workplace interventions derived from evidence-based violence research for the prevention of intimate partner violence.
2. Housing intervention programs that provide permanent or extended-stay housing and other services to mothers (and their children) at risk for revictimization of intimate partner violence, particularly evaluation studies that examine the effects of housing interventions separately from the impact of other services as usual, or any additional services offered to mothers or children (i.e., job training, education, case management).
3. Other innovative primary prevention interventions (i.e., the types of primary prevention strategies that have demonstrated effectiveness with youth violence) to prevent first-time victimization or perpetration of intimate partner violence.

The DCHS proposal will focus on evaluating the housing intervention program, partially funded by the County and provided by Volunteers of America Home Free. The project will be a multi-agency collaboration, with Oregon Health & Science University (principal investigator), Volunteers of America, Johns Hopkins University, Kaiser Permanente, and Volunteers of America.

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

This is a four-year grant that will begin on September 1, 2005 and end on August 31, 2009. DCHS/OHSU will be requesting a total of \$2.4 million (\$600,000 for both direct and indirect costs per year) for the entire project. The continuation of the project, for years two and three, will depend on the availability of funds, our progress in meeting the project's goals and objectives, and the timely submission of all required data and reports.

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

There are no legal and/or policy issues involved.

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

The proposal is being developed collaboratively between the Domestic Violence Coordinator's Office, Department of County Human Services, Volunteers of America, Johns Hopkins University, Kaiser Permanente, and Oregon Health & Science University (OHSU). OHSU will act as the lead agency and the Domestic Violence Coordinator's Office will submit the proposal.

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## Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- Who is the granting agency?  
The granting agency is the Centers for Disease Control and Prevention (CDC).
- Specify grant (matching, reporting and other) requirements and goals.  
The purpose of the program is to conduct efficacy and effectiveness trials of intervention strategies to prevent intimate partner violence and/or its negative consequences, particularly studies of strategies that have not been well studied, for at-risk or underserved populations. There are no fiscal matching requirements and, if our project is funded, we will be responsible for completing interim progress reports (which will serve as our non-competing continuation application, during years two, three, and four) and a final performance report.
- Explain grant funding detail – is this a one time only or long term commitment?  
This is a one-time only grant. Since this is a research project, the project's activities will not continue once the grant period is over.
- What are the estimated filing timelines?  
The proposal is due to the CDC by Tuesday, January 25, 2005.
- If a grant, what period does the grant cover?  
This is a four-year grant that will begin on September 1, 2005 and end on August 31, 2009.
- When the grant expires, what are funding plans?  
There are no funding plans for when the grant expires.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The county indirect, central finance, human resources, and departmental overhead costs will be built into the project's budget and will be covered with grant funds.

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## Required Signatures

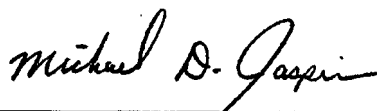
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Department/  
Agency Director:



Date: 12/15/04

Budget Analyst:



Date: 12/20/04

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-9 DATE 01.13.05

DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-9  
Est. Start Time: 10:45 AM  
Date Submitted: 12/20/04

### BUDGET MODIFICATION:

**Agenda Title:** NOTICE OF INTENT to Apply for Several Grants to Support the Family  
Check-Up Pilot Project

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

Date Requested:	<u>January 13, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>MHASD</u>
Contact(s):	<u>Traci Goff</u>		
Phone:	<u>503-988-5464</u>	Ext.	<u>28409</u>
		I/O Address:	<u>166/6</u>
Presenter(s):	<u>Amy Baker and Traci Goff</u>		

### General Information

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

The Mental Health and Addiction Services Division (MHASD), Department of County Human Services is requesting approval to submit proposals to several foundations requesting funds for the Family Check-Up Pilot project. The Department of County Human Services recommends that this request be approved.

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

Approximately 10,581 children residing in Multnomah County have a mental health disorder (Office of Mental Health and Addiction Services, 2003). Twice as many boys as girls are referred for mental health treatment and girls are more likely to enter treatment for anxiety and depression (Walrath, Petras, et. al., 2004). On the other hand, boys are liable to enter treatment for disruptive disorders and attention deficit hyperactivity disorder (Walrath, Petras, et. al., 2004).

Children who have an untreated mental health disorder (i.e., ADHD, depression, bipolar disorder, anxiety, etc.) are more likely to do poorly in school, drop out of school, have an

increased risk of suicidal behavior, engage in reckless or unsafe behavior (i.e., fast driving or unsafe sex), use drugs or alcohol, or be involved with the juvenile justice system (Foster, Qaseem & Connor, 2004; The National Advisory Mental Health Council Workgroup on Child and Adolescent Mental Health Intervention Development and Deployment, 2001; U.S. Public Health Service, 2000). Delinquent or harmful behaviors are less likely to occur when the disorder has been diagnosed and the child is receiving appropriate treatment (Foster, Qaseem & Connor, 2004).

The Mental Health and Addictions Services Division (MHASD) have demonstrated success in providing mental health treatment for children. However, to ensure their continued success, and as a part of the division's redesign, MHASD is collaborating with the Child and Family Center, University of Oregon to pilot test their *Family Check-Up* Model. The Family Check-Up (FCU) model is an evidence-based, ecological approach to children's mental health assessment, intervention, and treatment that has been successfully tested in three Oregon middle schools. As an evidence-based model, it integrates three critical elements, specifically clinically relevant research that is patient-centered, the clinical expertise to identify and treat each patient's unique diagnosis, and the preferences, concerns, and expectations of each patient regarding treatment (Franklin, 2001). As an ecological based intervention, FCU is based on the theory that a child's mental health and behavior can best be understood when taken in context with their multiple relationships, such as home life, school, peers, family, and their community (Stromshak & Dishion, 2002).

The Family Check-Up model is comprised of three components: 1) an initial interview between the mental health provider, the child, and the family, 2) an assessment of the child, his/her parents and their parenting skills, and 3) a feedback session between the mental health provider and the parents. Upon completion of these three components, the mental health provider works with the family to determine the appropriate level and form of treatment for the child. This can include individual counseling, family counseling, residential treatment, parenting classes, or referrals to community support services.

The Family Check-Up Pilot Project will involve the refinement of the FCU model, so it can be implemented in three community-based mental health organizations. It will also involve the pilot testing of the model, the evaluation of the model's effectiveness, and the development of a FCU technology-based training curriculum.

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

This is a three-year project that will begin on July 1, 2005 and end on June 30, 2008. The entire project budget is \$450,000 (\$150,000 for year 1, \$200,000 for year 2, and \$100,000 for year 3), which includes both direct and indirect costs.

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

There are no legal and/or policy issues involved with this project.

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

This project is being developed collaboratively between the Mental Health and Addiction Services Division, Department of County Human Services and with the Child and Family Center, University of Oregon.



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## Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- Who is the granting agency?

The foundations that we will be seeking funds from include, but are not limited to, the June and Julian Foss Foundation, the Scaife Family Foundation, the RGK Foundation, the Spirit Foundation, the Annie E. Casey Foundation, the Rockefeller Brothers Fund, the Oregon Community Foundation, the Hanely Family Foundation, the William Randolph Hearst Fund, the Foster Foundation, the Herbert A. Templeton Foundation, the Paul G. Allen Foundation, the Leotta Gordon Foundation, the Juliet Ashby Hillman Foundation, the USA Networks Foundation, the Liatis Foundation, the Edna Wardlaw Charitable Trust, and the Wheeler Foundation.

- Specify grant (matching, reporting and other) requirements and goals.

To our knowledge, none of these foundations requires matching funds and we will complete all of the requested reporting requirements as directed by each foundation.

- Explain grant funding detail – is this a one time only or long term commitment?

This is a one time only grant that will last for three years.

- What are the estimated filing timelines?

We will be submitting proposals starting in February 2005 until the project is completely funded.

- If a grant, what period does the grant cover?

The project will begin on July 1, 2005 and end on June 30, 2008.

- When the grant expires, what are funding plans?

We will not be seeking additional funds once the project has been completed.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

County indirect, central finance, human resources, and departmental overhead costs have been built into the project's budget and will be paid for with grant funds.

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## Required Signatures

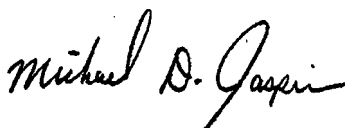
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Department/  
Agency Director:



Date: 12/15/04

Budget Analyst:



Date: 12/20/04

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-10  
Est. Start Time: 10:50 AM  
Date Submitted: 12/20/04

### BUDGET MODIFICATION:

**Agenda Title:** NOTICE OF INTENT to Apply for a National Institute on Disability and Rehabilitation Research (NIDRR) Field Initiated Project Grant

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Dept. of County Human Services</u>	<b>Division:</b>	<u>DD</u>
<b>Contact(s):</b>	<u>Traci Goff</u>		
<b>Phone:</b>	<u>503-988-5464</u>	<b>Ext.</b>	<u>28409</u>
		<b>I/O Address:</b>	<u>166/6</u>
<b>Presenter(s):</b>	<u>Silvia Caballero-Fay, Rosemary Celaya-Alston, Rex Surface, Patrice Botsford</u>		

### General Information

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

The Developmental Disabilities Division, Department of County Human Services is requesting approval to submit a proposal to the National Institute on Disability and Rehabilitation Research. The Department of County Human Services recommends that this request be approved.

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

The Latino population in Multnomah County is the fastest growing minority population in Oregon. Estimated growth patterns show that this population grew from 18,390 in 1990 to 50,836 in 2000 (U.S. Census Bureau, 2004). Even though Latinos are the fastest growing minority population in both Oregon and the United States, there is no current data on the number of Latinos with a developmental disability (Williams, 2001). This lack of verifiable data proves that both education and outreach, about developmental disabilities, is sorely needed in the Latino community (Williams, 2001; McGlade & Dahlstrom, 2000).

According to the Administration on Developmental Disabilities (ADD), approximately four million

people (1.58%) in the United States have a developmental disability. ADD defines a developmental disability as a severe, chronic disability attributable to mental and/or physical impairment, which manifests before age 22 and is likely to continue indefinitely. This means that in Multnomah County, approximately 803 Latinos have a developmental disability and are eligible for services provided by the Developmental Disabilities Division, Department of County Human Services. However, we estimate that we are only providing services to approximately 12% (100 families) of the eligible Latino population.

For this targeted population, the barriers to accessing services include culture, language, and a distrust of government intervention. Culture is a barrier, because historically Latinos have kept disability issues within the family, which does not allow them to comfortably approach others for services or assistance. Language has been a barrier, as resource materials have not been published in Spanish; however, this is changing as more and more materials are being published in other languages besides English (Zhang & Bennett, 2003; Williams, 2001; McGlade & Dahlstrom, 2000; Pilon & Smith, 1985).

To address the need for education and outreach about developmental disabilities in the Latino community, the Developmental Disabilities Division is proposing to collaborate with representatives from the Latino community in developing an outreach project that will educate Latinos about developmental disabilities, the services provided by DCHS, assist them in accessing DCHS services and connect them with other supporting services (i.e., housing, employment, medical care, etc.).

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

This is a three-year grant that will begin on September 1, 2005 and end on August 31, 2008. DCHS will be requesting a total of \$450,000 (\$150,000 for both direct and indirect costs per year) for the entire project. The continuation of the project, for years two and three, will depend on the availability of funds, our progress in meeting the project's goals and objectives, and the timely submission of all required reports.

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

There are no legal and/or policy issues involved in this project.

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

We are currently discussing the possibility of collaborating with community partners on this project. However, the Developmental Disabilities Division will act as the lead agency and will submit the proposal.

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## **Grant Application/Notice of Intent**

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**If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:**

- **Who is the granting agency?**

The granting agency is National Institute on Disability and Rehabilitation Research (NIDRR), US Department of Education.

- **Specify grant (matching, reporting and other) requirements and goals.**

NIDRR expects to fund approximately 25 Field Initiated Projects. The purpose of the NIDRR Field Initiated Project is to develop methods, procedures, and rehabilitation technology that maximize the full inclusion and integration into society, employment, independent living, family support, and

economic and social self-sufficiency of individuals with disabilities. NIDRR does not require matching funds, however, if funded, we will be required to provide yearly progress reports and one final cumulative report following the end of the project.

- Explain grant funding detail – is this a one time only or long term commitment?

This is a one-time only grant that will end in three years.

- What are the estimated filing timelines?

The proposal is due on Tuesday, January 18, 2005.

- If a grant, what period does the grant cover?

If funded, the grant will begin on September 1, 2005 and end on August 31, 2008.

- When the grant expires, what are funding plans?

When the grant ends, there are no future plans to sustain the project.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

The county indirect, central finance, human resources, and department overhead costs will be written into the project's budget and covered by grant funds.

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### Required Signatures

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Department/  
Agency Director:



Date: 12/15/04

Budget Analyst:



Date: 12/20/04

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-11  
Est. Start Time: 10:55 AM  
Date Submitted: 01/04/05

### BUDGET MODIFICATION:

**Agenda Title:** Notice of Intent to Apply for an Oregon Criminal Justice Commission 2004  
Formula Grant

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Dept. of County Human Services</u>	<b>Division:</b>	<u>MHASD</u>
<b>Contact(s):</b>	<u>Traci Goff</u>		
<b>Phone:</b>	<u>503-988-5464</u>	<b>Ext.</b>	<u>28409</u>
<b>Presenter(s):</b>	<u>Larry Langdon and Traci Goff</u>		
<b>I/O Address:</b>	<u>166/6</u>		

### General Information

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

The Mental Health and Addiction Services Division (MHASD), Department of County Human Services is requesting approval to submit a 2004 Formula Grant to the Oregon Criminal Justice Commission. The Department of County Human Services recommends that this request be approved.

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

Research has shown that juvenile delinquency and school failure are interconnected (Hunt, Meyers, Davies, et. al., 2002). "If school dropout does occur, the risk for delinquent acts skyrocket. It is estimated, for example, that 80% of daytime burglaries across the United States are committed by out-of-school youth" (Hill & Sprague, 1999). During the 2002-2003 school year, 2,005 (27%) children dropped out of schools located in Multnomah County (Jones, 2004) and in 2003, there were 4,065 juvenile criminal referrals, which is an increase of 5.6% from 2002 (Keir, 2004).

Research has shown that the risk factors for juvenile delinquency and/or school failure include lack



of school interest, social withdrawal, academic difficulties, poor peer acceptances, minority status, and mental health and/or substance abuse issues (Hunt, Meyers, Davies, et. al., 2002). A few of the negative consequences of juvenile delinquency and school failure include early involvement with drugs and alcohol, an early age of first arrest (under 12 years old), adult criminality, higher death and injury rates, and underemployment or unemployment (Leone, Christle, Nelson, et. al., 2003; Hill & Sprague, 1999).

Research shows that effective intervention and prevention activities, that will reduce the number of children who drop out of school and/or are involved with the juvenile justice system, include counseling for drug and alcohol abuse, mental health evaluations and follow-up services, health screening and health education, employment preparation, mentoring programs, afternoon programs, bullying prevention programs, conflict resolution and violence prevention programs, and family counseling (Loeber, Farrington, & Petechuk, 2003; Office of Juvenile Justice and Delinquency Prevention, 2001).

The purpose of the Oregon Criminal Justice Commission's 2004 Formula Grants is to reduce overrepresentation of minorities in the juvenile justice system, or reduce school dropouts and encourage academic success, reduce substance abuse and/or improve mental health services. We will be applying for a formula grant to reduce school dropouts and encourage academic success. Our project will consist of Reynolds School District hiring a .50 FTE Project Coordinator to conduct a needs assessment and resource inventory and to work with DCHS and the Department of School and Community Partnerships (DSCP) in selecting and implementing an effective evidence-based prevention program that will reduce school dropouts and encourage academic achievement.

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

This is a one-year grant that will begin on March 1, 2005 and end on February 28, 2006. DCHS will be requesting a total of \$50,000 for both direct and indirect costs. There is a possibility for an additional two-years of project funding, but this depends on the availability of federal funds and our progress in meeting the project's goals and objectives.

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

There are no legal and/or policy issues involved in applying for this grant.

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

The proposal is being developed collaboratively between the Mental Health and Addictions Services Division (MHASD), Department of County Human Services, the Department of School and Community Partnerships, and the Reynolds School District. DCHS will act as the lead agency and will submit the proposal.

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## **Grant Application/Notice of Intent**

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**If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:**

- Who is the granting agency?

The granting agency is the Oregon Criminal Justice Commission.

- Specify grant (matching, reporting and other) requirements and goals.

The Oregon Criminal Justice Commission intends to fund approximately 16 2004 Formula Grants, which does not require matching funds.

- Explain grant funding detail – is this a one time only or long term commitment?  
This is a one-time only grant that will last for a minimum of one year and a maximum of three years.
- What are the estimated filing timelines?  
The grant proposal is due on Wednesday, January 19, 2005.
- If a grant, what period does the grant cover?  
If funded, the grant will begin on March 1, 2005 and end on February 28, 2006.
- When the grant expires, what are funding plans?  
When the grant expires, there are no plans to sustain future funding for the project.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The County's indirect, central finance, human resources, and departmental overhead costs will be built into the project's budget and will be covered by grant funds.

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### Required Signatures

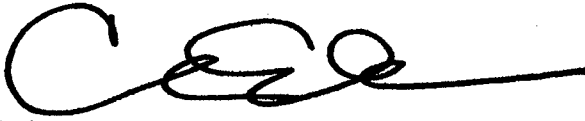
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**Department/  
Agency Director:**



**Date:** 12/29/04

**Budget Analyst:**



**Date:** 01/04/05

**Department HR:**

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

**Countywide HR:**

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-12  
Est. Start Time: 11:00 AM  
Date Submitted: 12/22/04

### BUDGET MODIFICATION: DCJ - 04

**Agenda Title:** Budget Modification DCJ-04 Reprogramming \$162,422 in Funds Reserved from Former Forest Camp Closure into Expanded JSD Accountability Programs

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Dept. of Community Justice</u>	<b>Division:</b>	<u>Juvenile Services Division</u>
<b>Contact(s):</b>	<u>Shaun Coldwell</u>		
<b>Phone:</b>	<u>503-988-3961</u>	<b>Ext.</b>	<u>83961</u>
		<b>I/O Address:</b>	<u>503/250</u>
<b>Presenter(s):</b>	<u>Dave Koch/Thach Nguyen</u>		

### General Information

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

The Department of Community Justice requests approval to reprogram \$165,049 from professional services to support 4 FTE who will provide services for Juvenile Accountability Programs.

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

During the preparation of the Department's FY 2005 budget, DCJ closed both the Adult and Juvenile Forest Camp programs. The department reserved \$192,787 (in the professional services line item) to develop an expanded Juvenile Accountability program that could replace the Forest Project's role as a sanction for juvenile probation violations and provide alternative services to detention.

This budget modification reprograms \$165,049 of those reserved dollars to create a new juvenile accountability program that replaces the Juvenile Forest Project and enhances the existing Juvenile Day Reporting program's services.

The new juvenile accountability program provides highly structured and well supervised group activities during high-risk time periods for youth who have violated the terms of their probation or who are at risk of violating probation terms. The program also focuses on pre-adjudicated youth in order to ensure court appearances and reduce the likelihood of re-offending while allowing them to continue attending school and remain at home. The program includes educational and vocational assessments, employment readiness, engagement in pro-social activities and skill building in such areas as conflict resolution and basic life skills. It also includes accountability components that assist the youth in completing community service and restitution obligations. New work crews have been developed in addition to those currently in operation, creating greater opportunity for youth to participate in restorative justice activities.

The new program also has many components that differ from the former Forest Project. For example, services are individualized according to each youth's case plan and case management will be provided in cooperation with the assigned Juvenile Court Counselor. Skill building will target criminogenic needs to assist the juveniles in becoming productive and positive members of the community. Family involvement will be strongly encouraged and services will be culturally, developmentally, gender and age appropriate.

The change will add one Juvenile Counseling Assistant [JCA] to the Intake/Intervention unit, two Juvenile Counselors [JCC's] and one JCA to the Juvenile Accountability community services and payback programs. It restores \$26,136 in youth stipends paid to youth on community services work crews and adds \$10,000 for food provided to youth during the work crew shifts.

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

There is no net fiscal impact to the Department's budget from these changes. Insurance revenue is increased by \$21,476; Human Resource Operation service reimbursements are increased by \$2,457; and Finance Operations service reimbursements are decreased by \$10,107.

The annualized impact of these changes is \$304,000.

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

It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

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

N/A

## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
Increase of \$21,476 for Insurance.  
Increase of \$2,457 in Human Resource Operations.  
Decrease of \$10,107 in Finance Operations.
- What budgets are increased/decreased?  
Personnel costs are increased by \$134,984. Materials and Services are increased by \$36,136.  
Professional Services are decreased by (\$165,049). Human Resource Operations are increased by \$2,457 and Finance Operations are decreased by (\$10,107).
- What do the changes accomplish?  
The addition of four personnel staff, food for juvenile client crews and stipends for juvenile youth increase program services provided by Accountability community services and payback programs.
- Do any personnel actions result from this budget modification? Explain.  
Yes, a total of four FTE are added to the Department, two Juvenile Counselors and two Juvenile Counseling Assistants for the remaining six months of the fiscal year.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
Only Human Resources and Financial Operations are impacted by these changes. There are no increases in the department or central administration.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
No, the revenue is not one-time-only. The functions will be on-going if they are included in the reprioritization of programs by the Board of County Commissioners for FY 2006.
- If a grant, what period does the grant cover?
- If a grant, when the grant expires, what are funding plans?

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*



## ATTACHMENT B

**BUDGET MODIFICATION: DCJ - 04**

### Required Signatures

**Department/  
Agency Director:**

*Sharon L. Brown for  
Joanne Ruler*

**Date:** 12/20/04

**Budget Analyst:**

*C. E. E.*

**Date:** 12/22/04

**Department HR:**

*Tawri Graves*

**Date:** 12/21/04

**Countywide HR:**

**Date:**

Budget Modification or Amendment ID: **DCJ-04****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 05

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1									0			Juv Accountability Pgms Rev.
2	50-50	1000	50		507310		60000	299,270	320,787	21,517		Incr Perm, add 1 JCA, 6 mos.
3	50-50	1000	50		507310		60130	86,249	92,451	6,202		Incr Sal-Rel, add 1 JCA
4	50-50	1000	50		507310		60140	71,297	76,600	5,303		Incr Insurance, add 1 JCA
5	50-50	1000	50		507310		60365	8,720	9,321	601		Incr HR Ops, 1.82%
6									0		<b>33,623</b>	<b>CCTR 507310 JSD Intake/Intervl</b>
7	50-50	1000	50		508800		60000	108,903	174,822	65,919		Incr Perm, 1 JCA & 2 JCCs
8	50-50	1000	50		508800		60120	2,403	3,982	1,579		Incr Premium, Lead & Biling
9	50-50	1000	50		508800		60130	34,505	54,375	19,870		Incr Sal-Rel, 3 FTE & Prem.
10	50-50	1000	50		508800		60140	22,914	39,087	16,173		Incr Ins, 3 FTE & Premium
11	50-50	1000	50		508800		60160	0	26,136	26,136		Incr Pass-Thru Pay, youth stipends
12	50-50	1000	50		508800		60170	207,787	42,738	(165,049)		Decr Prog Svcs
13	50-50	1000	50		508800		60250	3,000	13,000	10,000		Incr Food, juvenile client crews
14	50-50	1000	50		508800		60360	18,728	8,621	(10,107)		Decr FIN Ops, 7.84%
15	50-50	1000	50		508800		60365	3,971	5,827	1,856		Incr HR Ops, 1.82%
16									0		<b>(33,623)</b>	<b>CCTR 508800 JSD Acct Pgms</b>
17	71-20	3500	20		705210		50316		(21,476)	(21,476)	<b>(21,476)</b>	Insurance revenue
18	71-20	3500	20		705210		60330		21,476	21,476	<b>21,476</b>	Insurance expense
19	71-20	3506	20		712006		50310		(2,457)	(2,457)	<b>(2,457)</b>	HR Ops svc reimbursement
20	71-20	3506	20		712006		60240		2,457	2,457	<b>2,457</b>	HR Ops expense
21	71-10	3506	20		711100		50310		10,107	10,107	<b>10,107</b>	FIN Ops svc reimbursement
-23	71-10	3506	20		711100		60240		(10,107)	(10,107)	<b>(10,107)</b>	FIN Ops expense
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
									0		<b>0</b>	<b>Total - Page 1</b>
									0		<b>0</b>	<b>GRAND TOTAL</b>

**ANNUALIZED PERSONNEL CHANGE**Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-50	6285	64278	Add JCA [S] to Intake/Interv	712020	1.00	43,034	12,404	10,606	66,044
50-50	6285	64296	Add JCA [G-C] to Acct Pgms	712021	1.00	42,220	12,168	10,558	64,946
50-50	6272	64296	Add JCC [G] to Acct Pgms	712018	1.00	46,416	13,378	10,810	70,604
50-50	6272	64296	Add JCC to Acct Pgms	712019	1.00	43,202	12,452	10,616	66,270
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					4.00	174,872	50,402	42,590	267,864

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-50	6285	64278	Add JCA [S] to Intake/Interv	712020	0.50	21,517	6,202	5,303	33,022
50-50	6285	64296	Add JCA [G-C] to Acct Pgms	712021	0.50	21,110	6,084	5,279	32,473
50-50	6272	64296	Add JCC [G] to Acct Pgms	712018	0.50	23,208	6,689	5,405	35,302
50-50			Sal-Rel & Ins on 6.8% Lead Pay of \$1,579				506	105	611
50-50	6272	64296	Add JCC to Acct Pgms	712019	0.50	21,601	6,226	5,308	33,135
			Sal-Rel & Ins on 3% Bilingual Pay of \$648				365	76	441
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					2.00	87,436	26,072	21,476	134,984



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-13 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-13  
Est. Start Time: 11:05 AM  
Date Submitted: 12/20/04

**BUDGET MODIFICATION: DCJ - 08**

**Agenda Title: Budget Modification DCJ-08 Reclassifying Three Positions in the Department of Community Justice**

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

Date Requested:	<u>January 13, 2005</u>	Time Requested:	<u>5 mins</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Multiple Divisions</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
Presenter(s):	<u>Julie Neburka</u>	I/O Address:	<u>503/250</u>

### General Information

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

The Department of Community Justice requests approval of three personnel reclassifications which result in a zero net change to personnel costs.

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

The FY 2005 budget development included a budget note approved by the BCC requiring approval on position reclassification and establishment of new positions. This modification brings to the Board three positions that have been reviewed for reclassification by the Human Resource Classification/Compensation unit and have awaited the finalized process in order to be presented to the Board. The reclassifications are as follows:

1. An Office Assistant 2 reclassified to a Clerical Unit Supervisor in the Reduced Team Supervision unit. The addition of the new, vacant OA 2 position, funded by state Department of Corrections dollars, was included in an amendment to the FY 2005 Approved budget. Subsequently, the duties of the position were enlarged and viewed by ClassComp to be those of a Clerical Unit Supervisor

position retroactive to July 1, 2004.

2. An Office Assistant 2 position in the Family Services Unit, reclassified to an Office Assistant Senior position by ClassComp September 1, 2004, retroactive to December 28, 2003.

3. An Office Assistant 2 approved for reclassification to an Office Assistant Senior in Accountability Programs, effective September 1, 2004.

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

One of the reclassifications, OA 2 to Clerical Unit Supervisor, resulted in increased personnel costs of \$6,166, which have been offset by a (\$6,166) reduction to temporary personnel funding.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age, marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

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

N/A



## ATTACHMENT A

### Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?  
Increase of \$56 for Insurance
- What budgets are increased/decreased?  
Personnel costs for permanent staff were increased by \$6,166 with corresponding reductions to temporary personnel coverage (\$6,166).
- What do the changes accomplish?  
Three existing personnel positions are reclassified: An Office Assistant 2 to a Clerical Unit Supervisor; two Office Assistant 2's to Office Assistant/Seniors.
- Do any personnel actions result from this budget modification? Explain.  
Three existing personnel positions are reclassified: An Office Assistant 2 to a Clerical Unit Supervisor; two Office Assistant 2's to Office Assistant/Seniors. In addition, one position, an Office Assistant 2, is transferred from one Juvenile Services Division (JSD) program to another program within JSD.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
There are no changes to Central or Departmental indirect or to Human Resources and Finance Operational costs.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
The minor increases to permanent personnel costs are offset by reduction to temporary personnel costs and will be covered under current service level budgeting.
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

**BUDGET MODIFICATION: DCJ - 08**

### Required Signatures

**Department/  
Agency Director:**

*Shawn McInnis for  
Joanne Fuller*

**Date:** 12/16/04

**Budget Analyst:**

*CEE*

**Date:** 12/20/04

**Department HR:**

*James J. Spoka*

**Date:** 12/17/04

**Countywide HR:**

*David B. Bower*

**Date:** 12/20/04

Budget Modification or Amendment ID: **DCJ-08****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 05

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-10	1505	50		502100		60100	14,631	9,175	(5,456)		Decr Temp to fund CUS recl
2	50-10	1505	50		502100		60135	585	94	(491)		Decr NB Sal-Related
3	50-10	1505	50		502100		60145	1,317	1,098	(219)		Decr NB Insurance
4	50-10	1505	50		502100		60350	3,472	3,455	(17)		Decr Central IC, .27% rate
5	50-10	1505	50		502100		60355	55,167	54,902	(265)		Decr Dept IC, 4.29% rate
6	50-10	1505	50		502100		60365	22,992	22,879	(113)		Decr HR Ops, 1.82% rate
7									0		(6,561)	CCtr 502100 ASD Intake DOC
8	50-10	1505	50		503400		60000	154,637	159,210	4,573		Incr Perm, OA 2 to CUS recl
9	50-10	1505	50		503400		60130	47,889	49,207	1,318		Incr Sal-Rel, OA 2 to CUS
10	50-10	1505	50		503400		60140	41,370	41,645	275		Incr Ins, OA 2 to CUS
11	50-10	1505	50		503400		60350	672	689	17		Incr Central IC, .27% rate
12	50-10	1505	50		503400		60355	10,679	10,944	265		Incr Dept IC, 4.29% rate
13	50-10	1505	50		503400		60365	4,530	4,643	113		Incr HR Ops, 1.82% rate.
14									0		6,561	CCtr 503400 ASD RST DOC
15	50-50	1000	50		507010		60000	217,670	191,050	(26,620)		Decr Perm, xfr out OA 2 9-1-04
16	50-50	1000	50		507010		60130	64,233	56,561	(7,672)		Decr Sal-Rel, xfr out OA 2 9-1-04
17	50-50	1000	50		507010		60140	65,535	57,279	(8,256)		Decr Ins, xfr out OA 2 9-1-04
18	50-50	1000	50		507010		60365	6,641	5,867	(774)		Decr HR Ops, 1.82% rate
19									0		(43,322)	CCtr 507010 JSD CnsISS GF
20	50-50	1000	50		508800		60000	108,903	135,523	26,620		Incr Perm, xfr in OA 2 9-1-04
21	50-50	1000	50		508800		60130	34,505	42,177	7,672		Incr Sal-Rel, xfr in OA 2 9-1-04
22	50-50	1000	50		508800		60140	22,914	31,170	8,256		Incr Ins, xfr in OA 2 9-1-04
23	50-50	1000	50		508800		60365	3,971	4,745	774		Incr HR Ops, 1.82% rate.
24									0		43,322	CCtr 508800 JSD Acct Pgs GF
25	71-20	3500	20		705210		50316		(56)	(56)	(56)	Insurance revenue
26	71-20	3500	20		705210		60330		56	56	56	Insurance expense
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-10	6001	61817	OA 2 [DOC4] reclass to CUS	93711602	(1.00)	(28,459)	(8,202)	(9,730)	(46,391)
50-10	6003	61817	Clerical Unit Sup recl from OA 2	93711602	1.00	33,032	9,520	10,005	52,557
50-10	6001	62979	OA 2 reclass to OA Sr [JS]	702195	(1.00)	(30,578)	(8,813)	(9,857)	(49,248)
50-10	6002	62979	OA Sr reclass from OA 2	702195	1.00	30,578	8,813	9,857	49,248
50-50	6001	64275	OA 2 xfr out to Acct Pgms 9-01	701120	(1.00)	(32,072)	(9,243)	(9,947)	(51,262)
50-50	6001	64296	OA 2 xfr in from Cnslg SS 9-01	701120	1.00	32,072	9,243	9,947	51,262
50-50	6001	64296	OA 2 reclass to OA Sr 9-01	701120	(1.00)	(32,072)	(9,243)	(9,947)	(51,262)
50-50	6002	64296	OA Sr reclass from OA 2 9-01	701120	1.00	32,072	9,243	9,947	51,262
			Fringe & Insurance on (\$5,456) Temp base				(491)	(219)	(710)
									0
									0
									0
									0
									0
									0
			<b>TOTAL ANNUALIZED CHANGES</b>			<b>0.00</b>	<b>4,573</b>	<b>827</b>	<b>56</b>
									<b>5,456</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-10	6001	61817	OA 2 [DOC4] reclass to CUS	93711602	(1.00)	(28,459)	(8,202)	(9,730)	(46,391)
50-10	6003	61817	Clerical Unit Sup recl from OA 2	93711602	1.00	33,032	9,520	10,005	52,557
50-10	6001	62979	OA 2 reclass to OA Sr [JS]	702195	(1.00)	(30,578)	(8,813)	(9,857)	(49,248)
50-10	6002	62979	OA Sr reclass from OA 2	702195	1.00	30,578	8,813	9,857	49,248
50-50	6001	64275	OA 2 xfr out to Acct Pgms 9-01	701120	(0.83)	(26,620)	(7,672)	(8,256)	(42,548)
50-50	6001	64296	OA 2 xfr in from Cnslg SS 9-01	701120	0.83	26,620	7,672	8,256	42,548
50-50	6001	64296	OA 2 reclass to OA Sr 9-01	701120	(0.83)	(26,620)	(7,672)	(8,256)	(42,548)
50-50	6002	64296	OA Sr reclass from OA 2 9-01	701120	0.83	26,620	7,672	8,256	42,548
			Fringe & Insurance on (\$5,456) Temp base				(491)	(219)	(710)
									0
									0
									0
									0
									0
									0
			<b>TOTAL CURRENT FY CHANGES</b>			<b>0.00</b>	<b>4,573</b>	<b>827</b>	<b>56</b>
									<b>5,456</b>



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-14 DATE 01-13-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-14  
Est. Start Time: 11:10 AM  
Date Submitted: 12/20/04

### BUDGET MODIFICATION: -

**Agenda Title:** **NOTICE OF INTENT to Submit a Proposal to the NIH Health Disparities Among Minority and Underserved Women Grant Competition**

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

<b>Date Requested:</b>	<u>January 13, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Health Dept.</u>	<b>Division:</b>	<u>Community Health Services</u>
<b>Contact(s):</b>	<u>Jodi Davich</u>		
<b>Phone:</b>	<u>503-988-3663</u>	<b>Ext.</b>	<u>26561</u>
<b>Presenter(s):</b>	<u>Noelle Wiggins and Community Partners</u>		
<b>I/O Address:</b>	<u>160/09</u>		

### General Information

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

The Health Department requests approval to submit a proposal to the National Institutes of Health (NIH) Health Disparities Among Minority and Underserved Women grant competition for a three-year project budgeted at approximately \$200,000 per year.

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

The purpose of this grant initiative is to stimulate research aimed at reducing health disparities among racial/ethnic minority and underserved women. More specifically, this initiative seeks applications for: (1) research related to health promotion or risk reduction among minority and underserved women age 21 and older; and, (2) intervention studies that show promise for improving the health profile of minority and underserved women.

For the purposes of this initiative, health disparities are defined as differences in the incidence, prevalence, mortality, and burden of diseases and other adverse health conditions that exist among specific population groups in the United States when compared to non-Hispanic Whites. Medically Underserved Populations are defined as populations that have inadequate access to, or reduced

utilization of high quality health care. Included are low literacy, rural and low-income populations, including older minority women, geographically isolated women, lesbians, hearing and visually impaired women, physically or mentally disabled women, migrant workers, immigrant and refugee women, and language minority women. (Language minority individuals are those who do not speak the most common language or languages in a country or region, which in the United States means individuals who do not speak English.)

Racial and ethnic minorities represent one of the fastest growing segments of our society. Women in particular are becoming increasingly diverse as well. Of the 281 million people counted by the 2000 Census, more than half were women. Approximately 41 million of these were women of color, representing 29% of all the U.S. population. Of these, 43% were classified as black non-Hispanic, 41% Hispanic, 13% Asian non-Hispanic, 0.4% Native Hawaiian or other Pacific Islander (non-Hispanic) and 2.5% American Indian/Alaska Native (non-Hispanic). While the population of racial/ethnic minority groups is growing in this country, the disparities in health between minorities and the majority group remain large in some cases. Furthermore, according to the latest figures from the U.S. Bureau of the Census, in March 2002, there were 32.5 million foreign-born individuals living in the United States, representing 11.5 percent of the U.S. population. Foreign-born individuals represent increasing shares of the minority population of the United States, and immigrant status is related to many health outcomes, although the mechanisms are not fully understood.

It is well noted that many of the disparities in health are related to a variety of lifestyle factors and may be amenable to primary and or secondary preventive measures. For example, physical activity aids in preventing coronary heart disease (CHD); physical inactive people are almost twice as likely to develop CHD. Regular physical activity is also noted to enhance muscle function and physical performance. Studies show that women are less likely to engage in physical activity when compared to men across the life span. In 1997, at least 50% of women of color led sedentary lifestyles never engaging in any vigorous, moderate, or light physical activity. A higher percentage of African American and Hispanic women report no leisure-time physical activity when compared with non-Hispanic White women. Low levels of physical activity are also noted among women residing in rural areas. For example, 60% of African American and American Indian/Alaska Native women residing in rural areas report sedentary lifestyles during a two week span of time, followed by 48% White women and 42% Hispanic/Latino women.

A similar profile is reported when discussing overweight and obesity as a major contributor to a number of preventable causes. Obesity is more prevalent among African American and Hispanic women when compared to whites. Between 1988 and 1994, 69.6% Mexican American women were considered overweight, as were 68.5% African American women. This compares with 47.2% White (non Hispanic) women who were overweight. Women of lower income and lower education are also more likely to be overweight or obese.

While tobacco use has declined since the late 1980's among African American and white females, younger Hispanic and Asian American women have increased their use of tobacco. In a survey between 1997-1999, the age adjusted percent of women age 18 and older who reported smoking included 31.7% American Indian/Alaska Native, followed by 24.0% non-Hispanic Whites, 21.5% African American, 13.1% Hispanic/Latino and 10.3% Asian/Pacific Islander. Higher rates of tobacco consumption are also noted among women with less income and education.

With respect to HIV/AIDS, between 1985 and 2000, HIV/AIDS has affected a growing number of



women in the United States, increasing from 7 to 17% with the disease disproportionately affecting women of color. African American and Hispanic women accounted for approximately 77% of all cases reported by 1998, 61,874 and 21,937 cases respectively. In 2002, the majority of HIV/AIDS cases occurred among African American and Hispanic women.

These disparities in health are further influenced by low-income status and lack of access to health care. Racial and ethnic minority and underserved women, including foreign-born women, are disproportionately represented among the 43 million people who lack health insurance. Women in this category are at an increased risk for a variety of chronic illnesses including hypertension, heart disease, cancer, and diabetes. It is important to note that not all racial and ethnic minority women are categorized as underserved, and not all underserved women are characterized as being racial and ethnic minority women.

In an effort to improve the nation's health, Healthy People 2010 encourages the design of strategies and action plans to address one or more of the leading health indicators. Successful interventions that target these indicators are integral to improving the quality of life and reducing the incidence of the leading causes of death for all people. Specifically, this initiative will target minority and underserved women with a special emphasis on six of the leading health indicators: physical activity, overweight and obesity, tobacco use, substance abuse, responsible sexual behavior, and injury and violence.

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

We propose to submit a proposal for approximately \$200,000 per year for a three year project period. No matching funds are required.

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

No legal or policy issues are involved.

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

The project is building on the current efforts of the Community Capacitation Center as well as the Center's Community-Based Participatory Research Project (Poder es Salud/Power for Health) funded by the CDC. The project planning has involved community partners and the CDC project's Steering Committee. Portland State University will be a project partner assisting with the project design and evaluation.

## **ATTACHMENT A**

### **Grant Application/Notice of Intent**

**If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:**

- Who is the granting agency?  
National Institutes of Health (NIH)
- Specify grant (matching, reporting and other) requirements and goals.

The project will focus on improving the self-esteem, empowerment and leadership skills of Latino and African American women in Multnomah County as a way of increasing healthy behaviors and discouraging unhealthy behaviors. The project is based on the premise that women who feel good

about themselves and who have a sense of their own power and skills, will be more likely to engage in physical activity and to eat a healthy diet. We believe these women will be less likely to smoke, take drugs, or engage in risky sexual behavior. We also believe they will be at decreased risk for family violence and better able to advocate for themselves and their children. By increasing self-esteem and self-efficacy, strengthening leadership skills, and shoring up social networks/social capital, the project will impact all six health indicators identified by NIH: physical activity, overweight and obesity, tobacco use, substance abuse, responsible sexual behavior, and injury and violence. Portland State University will assist with the project design and evaluation.

Matching funds are not required. Standard federal grant reporting will be required.

- Explain grant funding detail – is this a one time only or long term commitment?  
We will request approximately \$200,000 per year for a three year project period. This is a one-time commitment.
- What are the estimated filing timelines?  
The grant application is due February 1, 2005.
- If a grant, what period does the grant cover?  
The estimated period is December 2005 through November 2008
- When the grant expires, what are funding plans?  
Additional grant funds will be sought to support the continuation of successful elements of the project.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
These costs will be integrated in to the project budget.

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### Required Signatures

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Department/  
Agency Director:



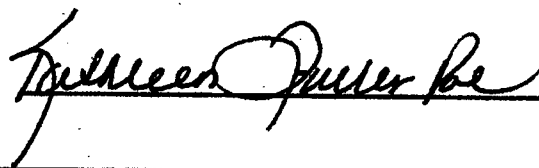
Date: 12/20/04

Budget Analyst:



Date: 12/20/04

Department HR:



Date: 12/20/04

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: R-15  
Est. Start Time: 11:15 AM  
Date Submitted: 12/13/04

### BUDGET MODIFICATION:

**RESOLUTION Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University [Continued from January 6, 2005]**

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

Date Requested:	January 13, 2005	Time Requested:	5 minutes
Department:	Business and Community Services	Division:	FPM
Contact(s):	Debra Crawford		
Phone:	503 988-4206	Ext.	84206
	I/O Address:		274
Presenter(s):	Debra Crawford		

### General Information

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

The Department of Business and Community Services requests the Board review the lease to Pacific University for surplus space in the Southeast Health Clinic at 3653 SE 34<sup>th</sup> Avenue, Portland, Oregon, and authorize the Chair to sign the lease agreement on behalf of the County.

The Department of Business and Community Services, Facilities and Property Management Division recommends adoption of the Resolution.

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

Multnomah County has been leasing approximately 1,879 square feet of optometry clinic space to Pacific University for its Optometry School in the Southeast Health Clinic since 1994. The original lease expired and Pacific University has occupied the space on a holdover basis until the County's property disposition plan was developed and it was determined that the leased space was still surplus to County use when County Health Services remained in the Southeast Health Clinic. Pacific

University's optometry program is compatible with and closely aligned to County Health Services, and the University's continued occupancy in the leased space was found to be mutually beneficial.

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

The new lease agreement will be effective July 1, 2004 through June 30, 2006. FY05 lease payments will be \$3,000 per month for an annual total of \$36,000. The lease provides for an increase in rent the second year of approximately 2.68% to \$3,080.42 per month for a total of \$36,965.04 in FY06. The lease provides for the option of two successive terms of two year each, with a rent adjustment for any subsequent two year term based upon changes in the Consumer Price Index for Portland.

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

none

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

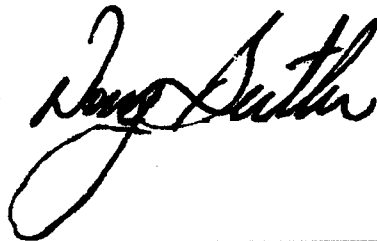
none

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/09/04

**Budget Analyst:**



**Date:** 12/10/04

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon  
to be Surplus and Approving a Real Property Lease to Pacific University

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

- a. Pacific University currently leases approximately 1,895 square feet of space from Multnomah County at 3653 SE 34th Avenue, Portland, Oregon, (Property) which is surplus to County use.
- b. Multnomah County and Pacific University desire by the attached Lease to extend the term of the lease until June 30, 2006.
- c. It is in the best interests of the County to renew the lease on the Property on the terms and conditions set forth in the attached Lease.

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

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this   th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

**January 10, 2005**

**TO** Board of County Commissioners  
**FROM:** Doug Butler, Director, Facilities & Property Management  
**REGARDING:** Resolution R-7 Questions

The Board discussion on January 6th of the R-7 Resolution and Lease to Pacific University at the Southeast Health Center highlighted two areas of concern.

**Concern: Why is the County leasing out space in a building that is on the Facilities Disposition list?**

**Response:** A review of the Facilities Consolidation and Disposition Strategy has confirmed that the Southeast Health Center is not on the disposition list nor recommended for sale. Functionally, the building is in good condition, and is considered a consolidation site for County programs moving from other buildings that are slated for disposal. Pacific University Optometry Program has been a tenant in the building for 10 years, and requested continuation of their lease. Their program is compatible with the County Health and Dental Services located in the building.

**Concern: Does the Termination by Mutual Agreement clause provide the County a reasonable timeframe if the County requires early termination of the lease?**

**Response:** Upon further review, it was confirmed that a standard termination by mutual agreement clause may not provide the County with the ability to expedite occupancy of the space in an early termination situation. However, in considering Pacific University's 10 year tenancy, program relationship, and compatibility with County services:

- a) A unilateral agreement that favors the County, may not reasonably accommodate Pacific University's timeframe for move out, and could mean paying the tenant a negotiated termination fee for early termination.
- b) Negotiating a unilateral agreement without compensation, would likely have required a longer notice period of 180 days or more.

Therefore, we have negotiated with the tenant a reciprocal right of early termination, with 90 days notice, which provides both the County and the tenant with a reasonable notice period and without any financial obligation to the tenant.

It is the hope that the explanation provided above resolves uncertainty in the Resolution and Lease Agreement. Further, the new early termination clause should provide greater flexibility if the County requires the space for its programs and needs to terminate the lease early.



## COMMERCIAL LEASE

Date: September 20, 2004

Between: Multnomah County ("Landlord")  
401 N. Dixon Street  
Portland Oregon 97227

And: Pacific University ("Tenant")  
School of Optometry  
2043 College Way  
Forest Grove, Oregon 97116

Landlord leases to Tenant and Tenant leases from Landlord within the Landlord's facility known as the "Southeast Health Center" located at 3653 SE 34<sup>th</sup> Avenue, Portland, Oregon, an area totaling approximately 1,879 square feet as more particularly shown on the attached Exhibit A the (the "Premises") on the terms and conditions stated below.

### SECTION 1. OCCUPANCY

**1.1 Original Term.** The term of this lease shall commence on November 1, 2004, and continue through June 30, 2006, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on November 1, 2004.

**1.3 Renewal Option.** If the lease is not in default when the option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for two successive two year terms, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by giving written notice to Landlord not less than 90 days before the last day of the original term. Giving such notice is sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant are then bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant no longer has the option to renew this lease. Rent for the renewal term shall be the rent paid during the preceding year plus any adjustment calculated under section 2.3.

## **SECTION 2. RENT**

**2.1 Base Rent.** During the original term of this lease, Tenant shall pay to Landlord as base rent the sum of \$3000.00 per month through June 2005. For the second year of the first term July 1, 2005 through June 30, 2006, rent shall be \$3080.42 per month. Rent is payable on the first day of each month in advance.

**2.2 Additional Rent.** All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

**2.3 Rent Adjustment.** For any subsequent two year term of this lease, the base rent provided in Section 2.1 shall be increased or decreased each July during the term, and any extension thereof, by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on November 1, 2004 and that available on July 1 of each succeeding year. In no event, however, shall base rent be reduced below that payable during the first year of this lease.

## **SECTION 3. USE OF THE PREMISES**

**3.1 Permitted Use.** The Premises shall be used for provision of optometric services and related uses. The Premises may not be used for any other purpose without the consent of Landlord.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(3) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the activities specified in section 3.1. Tenant may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all

practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all hazardous substances from the Premises. As used in this section, the term "*environmental law*" means any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. As used in this section, the term "*hazardous substance*" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

#### **SECTION 4. REPAIRS AND MAINTENANCE**

**4.1 Landlord's Obligations.** Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

**4.2 Tenant's Obligations.** Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Reimbursement for Repairs Assumed.** If Tenant fails or refuses to make repairs that are required by this section, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of Tenant and charge Tenant for the resulting expense unless at least 14 calendar days before work is commenced tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith.

**4.5 Inspection of Premises.** Landlord has the right to inspect the Premises at any reasonable time to determine the necessity of repair. Whether or not an inspection is made, the duty of Landlord to make repairs does not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

#### **SECTION 5. ALTERATIONS**

**5.1 Alterations Prohibited.** Tenant shall not make any improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used in this section, "*alterations*" includes the installation of telecommunications wiring, cables, and conduit.

**5.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the Landlord's consent specifically provides otherwise. Improvements and

alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the Landlord's consent specifically provides otherwise.

## **SECTION 6. INSURANCE**

**6.1 Insurance Required.** Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

**6.2 Increase in Coverage.** Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance with respect to the Premises and the conduct or operation of its business, with Lessor as additional insured.

**6.3 Waiver of Subrogation.** Landlord shall not be liable to Tenant (or to Tenant's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in Tenant's fire insurance policy and, in the event of insured loss, Tenant's insurance company shall not have a subrogated claim against Landlord.

## **SECTION 7. TAXES AND UTILITIES**

**7.1 Property Taxes.** Tenant shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation or rental of the Premises, other than taxes on the net income of Tenant.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause the assessment to be treated the same as general real property taxes under section 7.1.

**7.3 Contest of Taxes.** Tenant may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Landlord's interest in the Premises.

**7.4 No Proration of Taxes.** Tenant shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**7.5 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. However, Tenant has no obligation to pay any charge or fee based on the income derived by Landlord from this lease.

**7.6 Tenant Payment of Utility Charges.** Except as provided in section 7.7, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for

fuel, water, gas, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

**7.7 Landlord Payment of Utility Charges.** Landlord shall pay the cost of electricity at the Premises.

## **SECTION 8. DAMAGE AND DESTRUCTION**

**8.1 Partial Damage.** If the Premises are partly damaged through no fault of Tenant and section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**8.2 Destruction.** If the Premises are destroyed or damaged such that the Premises are unsuitable for the use that Tenant was then making of the premises, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**8.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**8.4 Damage Late in Term.** If damage or destruction to which section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under section 8.2.

## **SECTION 9. EMINENT DOMAIN**

**9.1 Partial Taking.** If a portion of the Premises is condemned and section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking, as determined by Landlord.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion

of the Premises, this shall be regarded as a partial condemnation to which sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

**9.2 Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

**9.3 Sale in Lieu of Condemnation.** Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

## **SECTION 10. LIABILITY AND INDEMNITY**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease. Landlord shall have no liability for the failure or interruption of utilities except to the extent caused by Landlord's negligence or breach of duty under this Lease and in no event for lost profits or consequential damages.

## **SECTION 11. QUIET ENJOYMENT; ESTOPPEL CERTIFICATE**

**11.1 Landlord's Warranty.** Landlord warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.



**11.2 Estoppel Certificate.** Either party shall, within 20 days following a request from the other party, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

## **SECTION 12. ASSIGNMENT AND SUBLETTING**

No part of the Premises may be assigned, mortgaged, or subleased, or the use of any portion of the property conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Consent in one instance does not prevent this provision from applying to a subsequent instance. Landlord may withhold or condition consent in its sole and arbitrary discretion.

## **SECTION 13. DEFAULT**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision is complied with if Tenant begins to correct the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this section apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**13.4 Abandonment.** Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

## **SECTION 14. REMEDIES ON DEFAULT**

**14.1 Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord is entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**14.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord is not required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**14.3 Damages.** In the event of termination or retaking possession following default, Landlord is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**14.4 Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**14.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord may do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

**14.6 Remedies Cumulative.** The foregoing remedies are in addition to and do not exclude any other remedy available to Landlord under applicable law.

## **SECTION 15. SURRENDER AT EXPIRATION**

**15.1 Condition of Premises.** On expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender. Tenant's obligations under this section are subordinate to the provisions of section 8 relating to destruction.

### **15.2 Fixtures**

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## SECTION 16. MISCELLANEOUS

**16.1 Termination by Mutual Agreement.** This lease may be terminated at any time by mutual written agreement of Landlord and Tenant. Termination under this section is subject to the provisions of sections 15.1 and 15.2 of this lease.

**16.2 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease does not waive or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent does not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and does not affect Landlord's remedies for failure to preform such other obligations.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Recordation.** This lease shall not be recorded without the written consent of Landlord.

**16.6 Entry for Inspection.** Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

**16.7 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.8 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**16.9 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

## SECTION 17. ARBITRATION

**17.1 Disputes to Be Arbitrated.** If any dispute arises between the parties regarding this lease, either party may request arbitration. If arbitration is requested the dispute will be decided by a single arbitrator selected by the parties, or if the parties cannot agree, appointed by the presiding judge of the Multnomah County Circuit Court.

**17.2 Procedure for Arbitration.** The arbitration shall be conducted in accordance with ORS 36.600 et seq. The arbitration shall take place in Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Lessor:

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

Title: Diane M. Linn, Multnomah County Chair

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

Lessee:

By: Karen P. Morgan

Title: VP Finance & Administration

Date: 11/23/04 *dl*

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: Matthew O. Ryan  
Matthew O. Ryan  
Assistant County Attorney

**AMENDMENT TO R-15:**

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 11:15 AM**

R-15 RESOLUTION Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University [Continued from January 6, 2005]

**COMMISSIONER \_\_\_\_\_ MOVES  
COMMISSIONER \_\_\_\_\_ SECONDS  
APPROVAL OF RESOLUTION AND AN AMENDED  
LEASE REFLECTING A RECIPROCAL RIGHT OF  
EARLY TERMINATION, WITH 90 DAYS NOTICE,  
WHICH PROVIDES BOTH THE COUNTY AND  
THE TENANT WITH A REASONABLE NOTICE  
PERIOD**

**DEBRA CRAWFORD EXPLANATION, RESPONSE  
TO QUESTIONS**

**OPPORTUNITY FOR PUBLIC TESTIMONY**

**OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_?**

**THE MOTION FAILS**

**OR**

**THE AMENDED LEASE IS APPROVED AND THE  
RESOLUTION IS ADOPTED**



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-005**

Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University

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

- a. Pacific University currently leases approximately 1,895 square feet of space from Multnomah County at 3653 SE 34th Avenue, Portland, Oregon, (Property) which is surplus to County use.
- b. Multnomah County and Pacific University desire by the attached Lease to extend the term of the lease until June 30, 2006.
- c. It is in the best interests of the County to renew the lease on the Property on the terms and conditions set forth in the attached Lease.

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

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

Matthew O. Ryan, Assistant County Attorney

## COMMERCIAL LEASE

Date: September 20, 2004

Between: Multnomah County ("Landlord")  
401 N. Dixon Street  
Portland Oregon 97227

And: Pacific University ("Tenant")  
School of Optometry  
2043 College Way  
Forest Grove, Oregon 97116

Landlord leases to Tenant and Tenant leases from Landlord within the Landlord's facility known as the "Southeast Health Center" located at 3653 SE 34<sup>th</sup> Avenue, Portland, Oregon, an area totaling approximately 1,879 square feet as more particularly shown on the attached Exhibit A the (the "Premises") on the terms and conditions stated below.

### SECTION 1. OCCUPANCY

**1.1 Original Term.** The term of this lease shall commence on November 1, 2004, and continue through June 30, 2006, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on November 1, 2004.

**1.3 Renewal Option.** If the lease is not in default when the option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for two successive two year terms, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by giving written notice to Landlord not less than 90 days before the last day of the original term. Giving such notice is sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant are then bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant no longer has the option to renew this lease. Rent for the renewal term shall be the rent paid during the preceding year plus any adjustment calculated under section 2.3.

## **SECTION 2. RENT**

**2.1 Base Rent.** During the original term of this lease, Tenant shall pay to Landlord as base rent the sum of \$3000.00 per month through June 2005. For the second year of the first term July 1, 2005 through June 30, 2006, rent shall be \$3080.42 per month. Rent is payable on the first day of each month in advance.

**2.2 Additional Rent.** All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

**2.3 Rent Adjustment.** For any subsequent two year term of this lease, the base rent provided in Section 2.1 shall be increased or decreased each July during the term, and any extension thereof, by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on November 1, 2004 and that available on July 1 of each succeeding year. In no event, however, shall base rent be reduced below that payable during the first year of this lease.

## **SECTION 3. USE OF THE PREMISES**

**3.1 Permitted Use.** The Premises shall be used for provision of optometric services and related uses. The Premises may not be used for any other purpose without the consent of Landlord.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(3) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the activities specified in section 3.1. Tenant may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all

practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all hazardous substances from the Premises. As used in this section, the term "*environmental law*" means any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. As used in this section, the term "*hazardous substance*" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

#### **SECTION 4. REPAIRS AND MAINTENANCE**

**4.1 Landlord's Obligations.** Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

**4.2 Tenant's Obligations.** Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Reimbursement for Repairs Assumed.** If Tenant fails or refuses to make repairs that are required by this section, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of Tenant and charge Tenant for the resulting expense unless at least 14 calendar days before work is commenced tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith.

**4.5 Inspection of Premises.** Landlord has the right to inspect the Premises at any reasonable time to determine the necessity of repair. Whether or not an inspection is made, the duty of Landlord to make repairs does not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

#### **SECTION 5. ALTERATIONS**

**5.1 Alterations Prohibited.** Tenant shall not make any improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used in this section, "*alterations*" includes the installation of telecommunications wiring, cables, and conduit.

**5.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the Landlord's consent specifically provides otherwise. Improvements and

alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the Landlord's consent specifically provides otherwise.

## **SECTION 6. INSURANCE**

**6.1 Insurance Required.** Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

**6.2 Increase in Coverage.** Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance with respect to the Premises and the conduct or operation of its business, with Lessor as additional insured.

**6.3 Waiver of Subrogation.** Landlord shall not be liable to Tenant (or to Tenant's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in Tenant's fire insurance policy and, in the event of insured loss, Tenant's insurance company shall not have a subrogated claim against Landlord.

## **SECTION 7. TAXES AND UTILITIES**

**7.1 Property Taxes.** Tenant shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation or rental of the Premises, other than taxes on the net income of Tenant.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause the assessment to be treated the same as general real property taxes under section 7.1.

**7.3 Contest of Taxes.** Tenant may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Landlord's interest in the Premises.

**7.4 No Proration of Taxes.** Tenant shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**7.5 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. However, Tenant has no obligation to pay any charge or fee based on the income derived by Landlord from this lease.

**7.6 Tenant Payment of Utility Charges.** Except as provided in section 7.7, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for

fuel, water, gas, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

**7.7 Landlord Payment of Utility Charges.** Landlord shall pay the cost of electricity at the Premises.

## **SECTION 8. DAMAGE AND DESTRUCTION**

**8.1 Partial Damage.** If the Premises are partly damaged through no fault of Tenant and section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**8.2 Destruction.** If the Premises are destroyed or damaged such that the Premises are unsuitable for the use that Tenant was then making of the premises, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**8.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**8.4 Damage Late in Term.** If damage or destruction to which section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under section 8.2.

## **SECTION 9. EMINENT DOMAIN**

**9.1 Partial Taking.** If a portion of the Premises is condemned and section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking, as determined by Landlord.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion



of the Premises, this shall be regarded as a partial condemnation to which sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

**9.2 Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

**9.3 Sale in Lieu of Condemnation.** Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

## **SECTION 10. LIABILITY AND INDEMNITY**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease. Landlord shall have no liability for the failure or interruption of utilities except to the extent caused by Landlord's negligence or breach of duty under this Lease and in no event for lost profits or consequential damages.

## **SECTION 11. QUIET ENJOYMENT; ESTOPPEL CERTIFICATE**

**11.1 Landlord's Warranty.** Landlord warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

**11.2 Estoppel Certificate.** Either party shall, within 20 days following a request from the other party, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

## **SECTION 12. ASSIGNMENT AND SUBLETTING**

No part of the Premises may be assigned, mortgaged, or subleased, or the use of any portion of the property conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Consent in one instance does not prevent this provision from applying to a subsequent instance. Landlord may withhold or condition consent in its sole and arbitrary discretion.

## **SECTION 13. DEFAULT**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision is complied with if Tenant begins to correct the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this section apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**13.4 Abandonment.** Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

## **SECTION 14. REMEDIES ON DEFAULT**

**14.1 Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord is entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**14.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord is not required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**14.3 Damages.** In the event of termination or retaking possession following default, Landlord is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**14.4 Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**14.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord may do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

**14.6 Remedies Cumulative.** The foregoing remedies are in addition to and do not exclude any other remedy available to Landlord under applicable law.

## **SECTION 15. SURRENDER AT EXPIRATION**

**15.1 Condition of Premises.** On expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender. Tenant's obligations under this section are subordinate to the provisions of section 8 relating to destruction.

### **15.2 Fixtures**

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## SECTION 16. MISCELLANEOUS

**16.1 Early Termination.** Either party may terminate this Lease effective at any time during the term upon not less than ninety (90) days' written notice to the other party. Termination under this section is subject to the provisions of sections 15.1 and 15.2 of this lease.

**16.2 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease does not waive or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent does not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and does not affect Landlord's remedies for failure to perform such other obligations.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Recordation.** This lease shall not be recorded without the written consent of Landlord.

**16.6 Entry for Inspection.** Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

**16.7 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.8 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**16.9 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

## SECTION 17. ARBITRATION

**17.1 Disputes to Be Arbitrated.** If any dispute arises between the parties regarding this lease, either party may request arbitration. If arbitration is requested the dispute will be decided by a single arbitrator selected by the parties, or if the parties cannot agree, appointed by the presiding judge of the Multnomah County Circuit Court.

**17.2 Procedure for Arbitration.** The arbitration shall be conducted in accordance with ORS 36.600 et seq. The arbitration shall take place in Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Lessor:

By: 

Diane M. Linn

Title: Multnomah County Chair

Date: January 13, 2005

Lessee:

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

Title: \_\_\_\_\_

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: 

Matthew O. Ryan

Assistant County Attorney



# Occupant Information

- ① Space 1  
946  
Clinic
- ② Space 2  
933  
General Use

946 Clinic  
933 General Use  
1879 Total

## Southeast Health Center - 420

3653 SE 34th Avenue  
Portland, OR 97202

## R-09 - PACIFIC UNIVERSITY

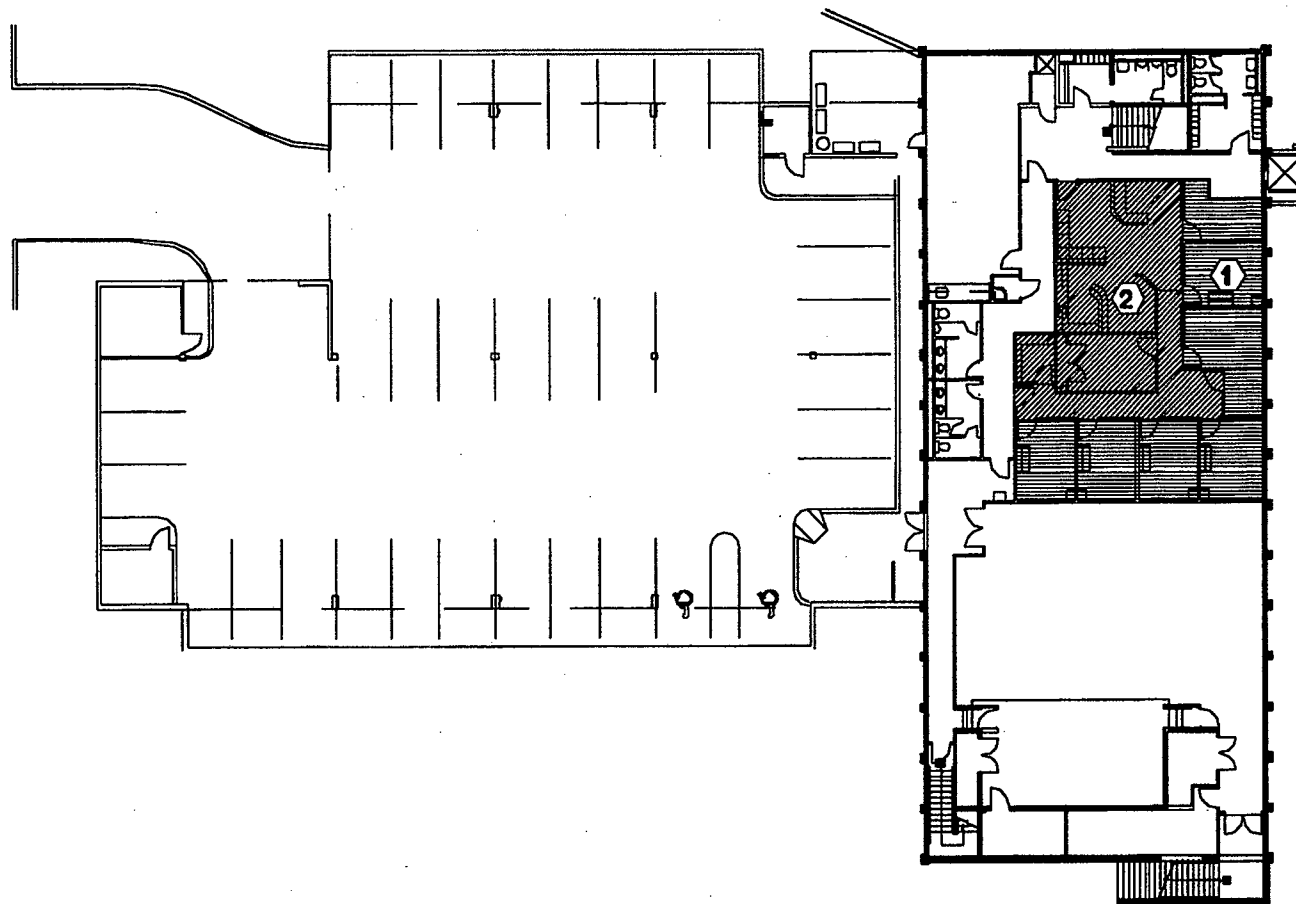


Exhibit A

Basement

Measured by: Mary Nguyen  
Date: 17 November  
Control # X-05-038





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 01/13/05  
Agenda Item #: E-1  
Est. Start Time: 11:15 AM  
Date Submitted: 01/05/05

### BUDGET MODIFICATION:

Agenda Title: **Executive Session Pursuant to ORS 192.660(2)(h)**

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

Date Requested:	<u>January 13, 2005</u>	Time Requested:	<u>15-30 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
	I/O Address:		<u>503/500</u>
Presenter(s):	<u>Agnes Sowle and Staff</u>		

### General Information

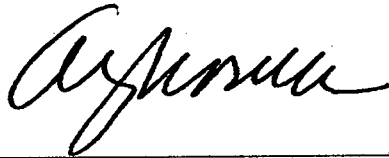
1. What action are you requesting from the Board?  
**No Final Decision will be made in the Executive Session.**
2. Please provide sufficient background information for the Board and the public to understand this issue.  
**Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.**
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.  
**ORS 192.660(2)(h).**
5. Explain any citizen and/or other government participation that has or will take place.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 01/05/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

# MULTNOMAH COUNTY 2005-2006 BUDGET WORK SESSIONS AND HEARINGS

All meetings are open to the public.

Public testimony will be taken at the public hearings listed in red (*italic*) below.  
Unless otherwise noted, all sessions will be held in the Multnomah Building, First Floor Commissioners Boardroom 100, 501 SE Hawthorne, Portland.  
Contact Board Clerk Deb Bogstad 503-988-3277 for further information.

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**Tue, Jan 18**

**10:30 a.m. to 12:00 p.m.**

**Board Work Session: Affirm Step 2 Priorities,  
Results Maps, Strategies and Indicators.  
Outcome Teams Present Work to Board**

**Tue, Jan 18**

**1:00 p.m. to 4:30 p.m.**

**Board Work Session: Affirm Step 2 Priorities,  
Results Maps, Strategies and Indicators.  
Outcome Teams Present Work to Board**

**Tue, Mar 1**

**8:30 a.m. to 12:00 p.m.**

**Board Work Session on Program Offerings**

**Wed, Mar 2**

**8:30 a.m. to 12:00 p.m.**

**Board Work Session on Program Offerings**

**Tue, Mar 15**

**8:30 a.m. to 12:00 p.m.**

**Board Session on Composite Ranking - Round 1  
Outcome Team Available per Priority Area**

**Wed, Mar 16**

**8:30 a.m. to 12:00 p.m.**

**Board Work Session on Composite Ranking -  
Round 1 Outcome Team Available per Priority  
Area**

# MULTNOMAH COUNTY 2005-2006 BUDGET WORK SESSIONS AND HEARINGS

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**Wed, Mar 16**

**1:30 p.m. to 5:00 p.m.**

**Board Work Session on Composite Ranking -  
Round 1 Outcome Team Available per Priority  
Area**

**Thu, May 5**

**9:30 a.m.**

***Chair's 2005-2006 Executive Budget Message  
Public Hearing/Consideration of Resolution  
Approving Executive Budget for Submission to  
Tax Supervising and Conservation Commission***

**Tue, May 10**

**8:30 a.m. to 12:00 p.m.**

**Financial Overview and Budget Work Session on  
Safety Net Program Offerings**

**Tue, May 10**

**6:00 p.m.**

***Public Hearing on the 2005-2006 Multnomah  
County Budget - North Portland Library  
Conference Room, 512 N Killingsworth, Portland***

**Wed, May 11**

**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Safety Program  
Offerings**

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**Thu, May 12**  
**9:30 a.m.**

***Public Hearing/Consideration of Approval of the  
2005-2006 Dunthorpe Riverdale Sanitary Service  
District No.1 Proposed Budget for Submittal to  
Tax Supervising and Conservation Commission  
Public Hearing/Consideration of Approval the  
2005-2006 Mid County Street Lighting Service  
District No. 14 Proposed Budget for Submittal to  
Tax Supervising and Conservation Commission***

**Tue, May 17**  
**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Education Program  
Offerings**

**Tue, May 17**  
**6:00 p.m.**

***Public Hearing on the 2005-2006 Multnomah  
County Budget - Multnomah County East  
Building, Sharron Kelley Conference Room, 600  
NE 8th, Gresham***

**Wed, May 18**  
**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Accountability,  
Community and Economy Program Offerings**



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**Thu, May 19**  
**9:30 a.m.**

***Public Hearing and Resolution Adopting the 2005-2006 Mt. Hood Cable Regulatory Commission Budget***

**Tue, May 24**  
**8:30 a.m. to 12:00 p.m.**

**Budget Work Session If Needed**

**Tue, May 24**  
**6:00 p.m.**

***Public Hearing on the 2005-2006 Multnomah County Budget - Midland Library Conference Room, 805 SE 122nd Avenue, Portland***

**Wed, May 25**  
**8:30 a.m. to 12:00 p.m.**

**Budget Work Session If Needed**

**Tue, May 31**  
**8:30 a.m. to 12:00 p.m.**

**Budget Work Session If Needed**

**Tue, May 31**  
**6:00 p.m.**

***Public Hearing on the 2005-2006 Multnomah County Budget - Multnomah Building, Commissioners Boardroom 100, 501 SE Hawthorne, Portland***

# MULTNOMAH COUNTY 2005-2006 BUDGET WORK SESSIONS AND HEARINGS

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**June date to be determined**

**(t) Tax Supervising and Conservation  
Commission Public Hearings on the Multnomah  
County 2004-2005 Supplemental Budget Tax  
Supervising and Conservation Commission  
Public Hearing on the Multnomah County 2005-  
2006 Budget**

**Mon, Jun 6**

**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Amendments**

**Tue, Jun 7**

**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Amendments**

**Wed, Jun 8**

**8:30 a.m. to 12:00 p.m.**

**Budget Work Session on Amendments**

**Thu, Jun 9**

**9:30 a.m.**

**Public Hearing and Resolution Adopting the 2005-  
2006 Budget for Multnomah County Pursuant to  
ORS 294**

**Public Hearing and Resolution Adopting the 2005-  
2006 Budget for Dunthorpe Riverdale Sanitary  
Service District No.1 and Making Appropriations  
Public Hearing and Resolution Adopting the 2005-  
2006 Budget for Mid County Street Lighting  
Service District No. 14 and Making Appropriations**