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Multnomah County Oregon

## Board of Commissioners & Agenda

connecting citizens with information and services

### BOARD OF COMMISSIONERS

**Ted Wheeler, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

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**Jeff Cogen, Commission Dist. 2**

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### **AUGUST 9, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:00 a.m. Executive Session
Pg 3	9:30 a.m. Public Comment Opportunity
Pg 3	9:30 a.m. Budget Modification Appropriating General Fund Contingency to Reconcile State Funding Shortfalls for Fiscal Year 2008
Pg 3	9:40 a.m. Approval of Multnomah County and Deputy Sheriff's Association Agreement
Pg 4	10:00 a.m. Briefing on Arts and Economic Prosperity
Pg 5	10:55 a.m. Ordinance Amending Code Relating to Exclusive Farm Use and Commercial Forest Use Zoning Districts, and Repealing Newspaper Notice Requirements for Appeals of Type II Land Use Decisions and Type III Land Use Applications

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

Thursday, 9:30 AM, (LIVE) Channel 30  
Saturday, 10:00 AM, Channel 29  
Sunday, 11:00 AM, Channel 30  
Tuesday, 8:00 PM, Channel 29

Produced through MetroEast Community Media  
(503) 667-8848, ext. 332 for further info  
or: <http://www.metroeast.org>

Thursday, August 9, 2007 - 9:00 AM  
Multnomah Building, Sixth Floor Commissioners Conference Room 635  
501 SE Hawthorne Boulevard, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-30 MINUTES REQUESTED.
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Thursday, August 9, 2007 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM** **NON-DEPARTMENTAL**

- C-1 Appointment of Elisa Dozono to the METROPOLITAN EXPOSITION AND RECREATION COMMISSION
- C-2 Appointment of Adrienne Livingston to the CHILDREN'S INVESTMENT FUND ALLOCATION COMMITTEE

### **DEPARTMENT OF COMMUNITY SERVICES**

- C-3 Intergovernmental Expenditure Agreement 4600006832 with the City of Gresham for an Asphaltic Concrete Overlay Construction Project on SE Stark Street
- C-4 Amendment 9 to Intergovernmental Expenditure Agreement 4600001503 with the City of Portland, Providing Road and Drainage Facility Maintenance on County Roads in Unincorporated Western Multnomah County for Fiscal Year 2007-2008

- C-5 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to ANN N. NESLUND

**DEPARTMENT OF HEALTH**

- C-6 Budget Modification HD-05 Authorizing Three Position Reclassifications within Various Divisions of the Health Department, as Determined by the Class/Comp Unit of Central Human Resources, and Six Fiscal Year 2008 FTE Budget Corrections

**DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-7 Budget Modification DCHS-04 Reclassifying a Program Development Specialist Senior to a Data Analyst Senior in Developmental Disabilities Division, Systems Support, as Determined by the Class/Comp Unit of Central Human Resources
- C-8 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

**REGULAR AGENDA**

**PUBLIC COMMENT - 9:30 AM**

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.

**GENERAL FUND CONTINGENCY REQUEST – 9:30 AM**

- R-1 Budget Modification Countywide-01 Appropriating General Fund Contingency to Reconcile State Funding Shortfalls for Fiscal Year 2008

**DEPARTMENT OF COUNTY MANAGEMENT - 9:40 AM**

- R-2 Approval of Multnomah County and Deputy Sheriff's Association Agreement (Wage Reopeners for Fiscal Years 2005-06, 2006-07 and 2007-08)
- R-3 Reallocation of Facilities Capital Project Funds FPM 08-01, Multnomah County Asset Preservation Fund – Capital Repair and Maintenance



- R-4 RESOLUTION Declaring a Portion of the Leased Property Located at Biddle Butte Radio Station, Skamania County, Washington to be Surplus and Approving a License Agreement with Clark Regional Emergency Services Agency

**NON-DEPARTMENTAL - 10:00 AM – TIME CERTAIN REQUEST**

- R-5 Briefing on Arts and Economic Prosperity: The Economic Impact of Nonprofit Arts and Culture Organizations and their Audiences in the Portland Metropolitan Area, Including Clackamas, Multnomah and Washington Counties. Presented by Commissioner Maria Rojo de Steffey, Eloise Damrosch, Jeff Hawthorne and Invited Others. 25 MINUTES REQUESTED.

**DEPARTMENT OF LIBRARY SERVICES – 10:25 AM**

- R-6 NOTICE OF INTENT to Apply for a Library Services and Technology Act (LSTA) Grant from the Oregon State Library for “This Is How I Use My Library”
- R-7 NOTICE OF INTENT to Apply for a Library Services and Technology Act (LSTA) Grant from the Oregon State Library for “Families Reading Together / Familias Leyendo Juntas”

**DEPARTMENT OF HEALTH – 10:30 AM**

- R-8 RESOLUTION Establishing Fees and Charges for Chapter 21, Health, of the Multnomah County Code, and Repealing Resolution No. 06-097
- R-9 Budget Modification HD-02 Appropriating \$10,000 National Association of County and City Health Officials Funding to Support Continued Development and Expansion of the Health Department’s Volunteer Health Reserve Corps Program

**DEPARTMENT OF COMMUNITY JUSTICE – 10:40 AM**

- R-10 NOTICE OF INTENT to Apply for a One Time Only Edward Byrne Discretionary Grant in the Amount of \$768,092

**DEPARTMENT OF COUNTY HUMAN SERVICES – 10:45 AM**

- R-11 Budget Modification DCHS-03 Increasing Aging and Disability Services Division Appropriation by \$47,438 to Reflect Additional Allocation from

Oregon Department of Veterans' Affairs for Enhancement and Expansion of Veterans Services, and Adding a New .80 FTE Veterans Services Officer Position

**DEPARTMENT OF COMMUNITY SERVICES – 10:50 AM**

- R-12 First Reading of a Proposed Special Ordinance Designating Disposition of Tax Foreclosed Property and Declaring an Emergency
- R-13 First Reading of a Proposed ORDINANCE Amending MCC Chapters 33, 34, 35 and 36, to Update the County Code Relating to Exclusive Farm Use and Commercial Forest Use Zoning Districts, and Chapters 37 and 38 to Repeal Newspaper Notice Publishing Requirements for Appeals of Type II Land Use Decisions and Type III Land Use Applications

**BOARD COMMENT**

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



## Commissioner Jeff Cogen, District 2

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### MULTNOMAH COUNTY OREGON

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501 SE Hawthorne, Suite 600

Portland, Oregon 97214

(503) 988-5219 phone

(503) 988-5440 fax

[www.co.multnomah.or.us/cc/ds2/](http://www.co.multnomah.or.us/cc/ds2/)

[district2@co.multnomah.or.us](mailto:district2@co.multnomah.or.us)

## MEMORANDUM

TO: Chair Ted Wheeler  
Commissioner Maria Rojo de Steffey  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: Marissa Madrigal  
Chief of Staff to Commissioner Jeff Cogen

DATE: 6/1/2007

RE: Board Meeting Excused Absences

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Commissioner Cogen will be out of the office the week of Monday, August 6, 2007.

August 7, 2007  
MEETING  
CANCELLED



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: E-1  
Est. Start Time: 9:00 AM  
Date Submitted: 07/31/07

**Agenda Title:** Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 15-30 minutes  
Department: Non-Departmental Division: County Attorney  
Contact(s): Agnes Sowle  
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500  
Presenter(s): Agnes Sowle and Invited Others

### 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. Please note which Program Offer this action affects and how it impacts the results.**

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)(d),(e)and/or(h)

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

### Required Signature

Elected Official or  
Department/  
Agency Director:

Date: 07/31/07



## MULTNOMAH COUNTY

### AGENDA PLACEMENT REQUEST (short form)

#### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 07/30/07

**Agenda Title:** **Appointment of Elisa Dozono to the METROPOLITAN EXPOSITION AND RECREATION COMMISSION**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: Consent Agenda  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Ted Wheeler, Tara Bowen-Biggs  
Phone: (503)988-3308 Ext. 83953 I/O Address: 503/600  
Presenter(s): N/A

#### General Information

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

Request board approval of appointment of Eliza Dozono to the Metropolitan Exposition and Recreation Commission (MERC).

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

MERC is a seven-member Commission made up of business and community leaders who share a strong commitment to ensuring that regional facilities serve the public interest. The MERC Commissioners are appointed for four-year terms by the City of Portland (two), Metro (two), Multnomah County (one), Washington County (one) and Clackamas County (one). MERC manages three regional facilities: the Oregon Convention Center, the Portland Center for the Performing Arts and the Portland Metropolitan Exposition Center. MERC's mission is to serve the public interest by providing quality stewardship of the region's arts, sports, convention and exhibition centers.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**

TED WHEELER

**Date:** 07/30/07



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 07/30/07

**Agenda Title:** Appointment of Adrienne Livingston to the CHILDREN'S INVESTMENT FUND ALLOCATION COMMITTEE

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: Consent Calendar Agenda  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Ted Wheeler, Tara Bowen-Biggs  
Phone: (503)988-3308 Ext. 83953 I/O Address: 503/600  
Presenter(s): N/A

### General Information

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

Request board approval of appointment of Adrienne Livingston to the Children's Investment Fund Allocation Committee.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The Allocation Committee makes funding recommendations to the Portland City Council for the funds that are contained within the Portland Children's Investment Fund, established by the citizens of Portland on Nov. 5, 2002 when the voters approved the Portland Children's Initiative. The Allocation Committee is comprised of five members. One member is an elected representative of the City of Portland, selected by Portland City Council. One member is an elected representative of Multnomah County, selected by the Board of County Commissioners. One member is a member of the Portland Business Alliance, selected by the Portland Business Alliance. One member is be a private citizen selected by the Portland City Council. One member is be a private citizen selected by the Board of County Commissioners.

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

No fiscal impact

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

No legal and/or policy issues involved.

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

N/A

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

TED WHEELER

Date: 07/30/07





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 07/19/07

**Agenda Title:** Intergovernmental Expenditure Agreement 4600006832 with the City of Gresham for an Asphaltic Concrete Overlay Construction Project on SE Stark Street

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

<b>Requested Meeting Date:</b>	August 9, 2007	<b>Amount of Time Needed:</b>	Consent Calendar
<b>Department:</b>	Community Services	<b>Division:</b>	Land Use & Trans Program
<b>Contact(s):</b>	Tom Hansell		
<b>Phone:</b>	(503) 988-5050	<b>Ext.</b>	29833
<b>Presenter(s):</b>	Consent Calendar		
<b>I/O Address:</b>	425		

### General Information

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

The Department of Community Services recommends approval of an Intergovernmental Agreement with the City of Gresham to provide for the application of new asphaltic concrete on the County-controlled section of SE Stark Street, in the current fiscal year.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Jurisdiction of the section of SE Stark Street where the overlay is planned is split down the center of the road. In May, the City of Gresham informed the County they were planning to overlay their section of Stark Street and inquired if the County would like to join their road improvement project to allow for the County's half of the road to be paved. The Intergovernmental Agreement details the cooperative efforts required of both jurisdictions in constructing this capital maintenance project.

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

The City agrees to complete the County's portion of the overlay for an amount not to exceed \$84,000 during the current fiscal year budget. The County's road fund capital budget has sufficient funds identified to meet the requirements of this agreement.

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

It is County Transportation's determination the public's interest will be best served by the County improving its portion of SE Stark by working cooperatively with the City of Gresham on this project.

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

Negotiations of this agreement were discussed with staff from the County Land Use and Transportation Program and the City of Gresham. This Intergovernmental Agreement is moving simultaneously through the Gresham City Council for their consideration and/or approval to meet a target construction bid award in August.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**



**Date:** 07/19/07

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600006832  
Amendment #: \_\_\_\_\_

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input checked="" type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/ Program: Land Use and Transportation Program Date: 7/19/07  
Originator: Gregory Kirby Phone: (503) 988-5050 x29623 Bldg/Room: 425/2nd  
Contact: Cathey Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 425/2nd

**Description of Contract:** Intergovernmental Agreement between Multnomah County and the City of Gresham for the application of new Asphaltic Concrete Overlay in the Multnomah County-controlled section of SE Stark Street, from approximately 50' east of SE Rene Avenue to SE 257<sup>th</sup> Avenue.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_  
PROCUREMENT, EXEMPTION OR CITATION # \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_  
CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# \_\_\_\_\_ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Gresham			Remittance address (if different)	
Address	1333 NW Eastman Parkway				
City/State	Gresham OR			Payment Schedule / Terms:	
ZIP Code	97030			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 618-2630 (Don Bilyeu, Project Contact)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input checked="" type="checkbox"/> Other \$ Per Invoice	<input type="checkbox"/> Other
Contract Effective Date	7/01/07	Term Date	6/30/08	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$	Original PA/Requirements Amount	\$		
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$		
Amount of Amendment	\$	Amount of Amendment	\$		
Total Amount of Agreement	\$ 84,000.00	Total PA/Requirements Amount	\$		

## REQUIRED SIGNATURES:

Department Manager

County Attorney

CPCA Manager

County Chair

Sheriff

Contract Administration

DATE

DATE

DATE

DATE

DATE

DATE

COMMENTS: (WBS: ROADCPE0074)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 08-09-07

DEBORAH L. BOGSTAD, BOARD CLERK



## Class II Contract

## Vendor Address

GRESHAM CITY OF  
1333 NW EASTMAN PKWY  
GRESHAM OR 97030-3813

## Information

Contract Number 4600006832  
Date 06/25/2007  
Vendor No. 11913  
Contact/Phone BCS Transport'n /  
X26798  
Validity Period: 07/01/2007 - 06/30/2008  
Minority Indicator: Not Identified

Estimated Target Value: 84,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>AC Overlay Project-SE Stark (Rene-257th)</p> <p>Plant: F030 Community Service Requirements Tracking Number: 99</p> <p><i>Intergovernmental Agreement with the City of Gresham for an Asphaltic Concrete (AC) Overlay Project on SE Stark St (From SE Rene Ave - SE 257th Ave)</i></p> <p>Effective dates: 07/01/07 - 6/30/08</p> <p>DCS LUT Project Manager: Gregory Kirby PE, (503) 988-5050 x29623</p> <p>DCS Dept Contact: Tom Hansell (503) 988-5050 x29833</p> <p>(DCS LUT Admin Contact: Cathey Kramer x22589)</p> <p>*** Text changed ***</p>	84,000.000	Dollars	\$ 1.0000

**INTERGOVERNMENTAL AGREEMENT  
FOR ASPHALTIC OVERLAY CAPITAL MAINTENANCE IMPROVEMENT ON  
SE STARK STREET**

**County No. 4600006832 – City of Gresham No. 2662**

This is an Agreement between CITY OF GRESHAM (City) and MULTNOMAH COUNTY (County).

**PURPOSE:**

The purpose of this agreement is to provide for the application of new asphaltic concrete overlay in the County controlled section of SE Stark Street from approximately 50' east of SE Rene Ave. to SE 257<sup>th</sup> Ave. (the Project). On this section of SE Stark the road jurisdiction is split down the center of the road. The City has developed and will be letting a contract for the road improvement work including a 1.5-inch thick asphaltic concrete overlay application on its portion of SE Stark. The public interest will be best served by the County's improving its portion of SE Stark by working cooperatively with the City on the Project.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from July 1, 2007, to June 30, 2008. If the project is not complete by this date, authorized representatives of the City and County shall meet within 30 days of the latter date; and if a mutually acceptable option to extend the terms of this IGA cannot be agreed to by the parties at that time, this agreement shall terminate, and the parties shall finalize and account any outstanding invoices on a pro-rata schedule based on the cost and reimbursement rates set forth herein.
2. **RESPONSIBILITIES OF CITY.**  
The City shall perform the following:
  - A. Provide design engineering and project management services for the Project.
  - B. Provide Asphaltic Concrete that shall meet the requirements of Level 3, ½" Dense Graded, with PG 64-22 Binder as specified in Section 00744 of the 2002 Oregon Standard Specifications for Construction.
  - C. Advertise and award the contract in compliance with all applicable public contracting laws.
  - D. Provide the County a reasonable opportunity to review and comment on the Traffic Control Plan and incorporate County recommendations in the Traffic Control Plans for the road improvement project.
  - E. Require contractor to provide written proof of insurance that expressly names Multnomah County as an additional insured before the commencement of the work.
  - F. Provide County 48 hours notice prior to commencement of construction.
  - G. Insure that the overlay is constructed in conformance with the 2002 Oregon Standard Specifications for Construction.
  - H. Provide copies of asphalt tickets, compaction reports and inspection reports prior to invoicing.
  - I. Provide other appropriate documentation to verify costs for which the County is being invoiced.
  - J. Confer with County on a regular basis and promptly respond to any inquiries from County personnel as it pertains to Project.
  - K. Invite County Representative to Project Pre-Construction Conference.
  - L. Provide a contact person, **Don Bilyeu, 1333 NW Eastman Pkwy, Gresham OR 97030. Telephone: (503) 618-2630; e-mail: [Bilyeu@ci.gresham.or.us](mailto:Bilyeu@ci.gresham.or.us)**, who shall be responsible for all contact with the County and shall have the authority to represent and bind the City with respect to the performance of this Agreement.

**3. RESPONSIBILITIES OF COUNTY.**

The County shall perform the following:

- A. Prepare County road surface for overlay and advise City when the County portion of SE Stark is ready for the overlay is to be applied.
- B. Provide input and promptly respond to City inquiries as needed.
- C. Grant City access as necessary to the County's right-of-way in and around the Project area.
- D. Upon completion of the asphaltic overlay work, sign and stripe County section of Stark.
- E. Provide funding for the project **not to exceed \$84,000**, based upon the following terms:
  - a. The County will reimburse the City for 50% of the reasonable actual cost of installation of the asphaltic overlay on SE Stark St. from SE Rene Ave. to SE 257<sup>th</sup> Ave. The parties agree the estimated tonnage of half of the overlay is 900 tons.
  - b. The County shall pay reasonable costs incurred by the City. Reasonable costs shall be the sum of salary costs, along with authorized overhead costs for City, not to exceed the amount authorized per the City's Federal Office of Management and Business (OMB) Circular A-87.
  - c. Provided services have been performed by the City in compliance with the specifications herein, pay City within thirty (30) days of receiving invoice for those services.
  - d. Provide a contact person, **Gregory Kirby, 1620 SE 190<sup>th</sup> Ave., Portland OR 97233, (503) 988-5050 x29623, e-mail: greg.h.kirby@co.multnomah.or.us**, who shall be responsible for all contact with the City and shall have the authority to represent and bind the County with respect to the performance of this Agreement.

**4. TERMINATION.**

This agreement may be terminated by either party upon 60 days' written notice. In the event of early termination, to the extent the City has provided any services to the County for which the City has not yet been paid, the County's obligation to pay the City shall survive termination until paid.

**5. MUTUAL INDEMNIFICATION.**

- A. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 and specifically the financial limits contained in ORS 30.270; the City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
- B. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, and specifically the financial limits contained in ORS 30.270; the County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.

**6. INSURANCE.**

Each party shall each be responsible for providing worker's compensation insurance as required by law.

**7. ADHERENCE TO LAW.**

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

**8. NON-DISCRIMINATION**

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**9. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

**10. SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

**11. THIS IS THE ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**12. ADDITIONAL TERMS AND CONDITIONS:**

N/A

**MULTNOMAH COUNTY, OREGON:**

By: Ted Wheeler  
Ted Wheeler

Title: Multnomah County Chair

Date: 08-09-07

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: Matthew C. Ryan  
Assistant County Attorney

Date: 7/27/07

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 08-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

**CITY OF GRESHAM**

By: Shane T. Bemis  
Shane T. Bemis

Title: Mayor

Date: 7/24/07

Approved as to form:

CITY ATTORNEY FOR  
CITY OF GRESHAM, OREGON

By: David R. R.

Date: 7-18-07



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-4  
Est. Start Time: 9:30 AM  
Date Submitted: 07/18/07

**Agenda Title:** Amendment 9 to Intergovernmental Expenditure Agreement 4600001503 with the City of Portland, Providing Road and Drainage Facility Maintenance on County Roads in Unincorporated Western Multnomah County for Fiscal Year 2007-2008

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

<b>Requested Meeting Date:</b>	August 9, 2007	<b>Amount of Time Needed:</b>	Consent Calendar
<b>Department:</b>	Community Services	<b>Division:</b>	LUT
<b>Contact(s):</b>	Tom Hansell		
<b>Phone:</b>	503 988-5050	<b>Ext.</b>	29833
<b>Presenter(s):</b>	Consent Calendar		
<b>I/O Address:</b>	425		

### General Information

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

The Department of Community Services recommends approval of an amendment to an Intergovernmental Agreement with the City of Portland for providing road and drainage facility maintenance on county roads in unincorporated western Multnomah County during FY2007-2008.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In 1984, Multnomah County and the City of Portland agreed that the City would maintain, through an IGA, all County roads in unincorporated western Multnomah County that were within the Urban Services Boundary. The City of Portland did not receive compensation for these services since the area was presumed to be annexed to the City shortly. Annexation of the westside unincorporated areas has proceeded at a slower pace than was anticipated in 1984. In 1997, the City informed the County it would no longer maintain these roads. During 1997, representatives of the City and County developed the terms of this IGA. The City and County find the most rational and efficient method for delivery of road and drainage facility maintenance in this Westside area is for the City to continue to provide services. This amendment authorizes the City to provide road and drainage maintenance of the area for an additional year.



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

The City agrees to maintain the roads during FY2007-08 for approximately \$158,000. This plan is unchanged from the previous agreement amount. Discussions between County and City Transportation staff outlined a work program that will address the County's western service area. The funds necessary for maintenance of these roads are budgeted in the county road fund.

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

This IGA is an extension of the County policy set in 1983 and 1984 concerning the maintenance of county roads within the Urban Services Boundary.

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

Negotiations of this amendment were discussed with staff from County Transportation and the City Office of Transportation. This Amendment will move to the Portland City Council for review upon approval.

---

**Required Signature**

---

**Elected Official or  
Department/  
Agency Director:**



**Date:** 07/19/07

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600001503  
Amendment #: 9

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Personal Services Contract PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Expenditure Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/ Program: Land Use and Trans Program Date: 07/13/2007  
 Originator: Tom Hansell Phone: (503) 988-5050 x29833 Bldg/Room: #425/Yeon  
 Contact: Cathey Kramer Phone: (503) 988-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: Amendment No. 9 to Intergovernmental Agreement with the City of Portland to extend maintenance of county roads in unincorporated Multnomah County during FY 07-08.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_  
 PROCUREMENT, \_\_\_\_\_ ISSUE \_\_\_\_\_ EFFECTIVE \_\_\_\_\_ END \_\_\_\_\_  
 EXEMPTION OR \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITATION # \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☒ ESB ☐ QRF State Cert# \_\_\_\_\_ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Portland/Bureau of Transportation			Remittance address	
Address	120 SW 5 <sup>th</sup> Ave Room 800			(If different)	
City/State	Portland OR			Payment Schedule / Terms:	
ZIP Code	97204-1914			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 823-7140 (Ken Kinoshita)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/01/06	Term Date	06/30/07	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	07/01/07	New Term Date	06/30/08		
Original Contract Amount	\$ 360,505.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ 1,195,500.00			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 158,000.00			Amount of Amendment	\$ _____
Total Amount of Agreement \$	\$ 1,714,005.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:  
 Department Manager [Signature] DATE 7/19/07  
 County Attorney [Signature] DATE 8/9/07  
 CPCA Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Chair [Signature] DATE 8.9.07  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS: (ROADM2)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 08-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK



# MULTNOMAH COUNTY OREGON

Page 1 of 1

## IGA Contract

### Vendor Address

PORTLAND CITY OF OFFICE OF  
TRANSPORTATION  
106/800

### Information

**Contract Number** 4600001503  
**Date** 07/01/1999  
**Vendor No.** 28777  
**Contact/Phone** BCS Transport'n /  
X26798  
**Validity Period:** 07/01/1999 - 06/30/2008  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 1,357,139.37 USD

Item	Material/Description	Target Qty	UM	Unit Price
0010	<p>*** Validity period changed ***</p> <p>*** Target value changed ***</p> <p><b>IGA-Maint of Co Rds Westside Pocket Area</b></p> <p>Plant: F030 Community Service Requirements Tracking Number: 99 <i>Amendment No. 9 to Intergovernmental Agreement with the City of Portland (Portland IGA No. 51062) to extend maintenance of County roads in unincorporated western Multnomah County during FY 07-08.</i> <i>Amendment No. 9 extends the termination date to June 30, 2008, and adds \$158,000.</i> <i>Originator: Tom Hansell (988-5050 x29833)</i> <i>Fiscal: Terrie Weisz (x26798)</i> <i>(LUT Admin Contact: Cathey Kramer-x22589)</i></p> <p><b>Ship to:</b> Multnomah County Dept of Community Services Yeon Annex 1600 SE 190th Ave, 224 Portland OR 97233</p> <p>*** New item ***</p>	158,000.000	Dollars	\$ 1.0000

**CONTRACT AMENDMENT NO. 9**  
**TO INTERGOVERNMENTAL AGREEMENT**  
**for Westside Maintenance**

**COUNTY No. 4600001503**  
**and CITY No. 51062**

This is an amendment to Intergovernmental Agreement No. 51062 (Portland), and No. 4600001503 (Multnomah County), as follows:

1. Under Article Three, Section V (A): TERM, the existing text is deleted and the following is substituted:
  - A. The term of this agreement shall be from July 1, 2007, to and including June 30, 2008, unless sooner terminated or renewed under the provisions hereof.
2. Under Article Three, Section VI (5): COMPENSATION, the existing text is deleted and the following is substituted:

The County agrees to compensate the City as follows:

5. Up to \$158,000 for the performance of work at the rates authorized under this Agreement including up to \$3,500.00 for snow and ice response in fiscal year 2007, in the Westside Contract Maintenance Service Area. The City shall not perform any services that will exceed \$158,000.00 in total billing under this Agreement without the County's prior written consent.
3. All other terms and conditions of the referenced intergovernmental agreement, excepted as amended herein, shall remain in full force and effect.

---

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: 1120 SW 5th Avenue, Portland OR 97204-1914

Federal Tax ID# or Social Security #: N/A

Is Contractor a nonresident alien? ☐ Yes ☒ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership  
☐ Corporation-for profit ☐ Corporation-non-profit  
☒ Other [describe here: Governmental Agency]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

\_\_\_\_\_  
Signature

Sam Adams

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

Gary Blackmer

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Commissioner of Public Utility  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auditor  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Signature

Linda Meng

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Chief Deputy City Attorney  
Title

\_\_\_\_\_  
Date

**MULTNOMAH COUNTY SIGNATURE**

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

  
\_\_\_\_\_  
Ted Wheeler, County Chair

08.09.07  
\_\_\_\_\_  
Date

**Department and County Counsel Approval and Review**

Approved: 

M. Cecilia Johnson, Department Director

7/19/07  
\_\_\_\_\_  
Date

Reviewed: 

Matthew O. Ryan, Assistant County Attorney

8/9/07  
\_\_\_\_\_  
Date

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 08.09.07

DEBORAH L. BOGSTAD, BOARD CLERK



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST short form

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-5  
Est. Start Time: 9:30 AM  
Date Submitted: 07/18/07

**Agenda Title:** RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to ANN N. NESLUND

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

<b>Date Requested:</b>	August 9, 2007	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	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 private sale of a tax foreclosed property to ANN N. NESLUND.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The subject property is a strip that came into county ownership through the foreclosure of delinquent tax liens on May 4, 1982. The parcel is more or less 2' x 137' and contains approximately 265 square feet. The subject strip is located between 8944 NE Webster & 9002 NE Webster St. It appears that the strip was created in 1961 and the description was left off of a sale in 1975.

In 1945, the Huntleys purchased the property located at 8944 NE Webster described as Lot 5, Block 5 LOCHKNOWE, from the Bryants. In 1958, Rose Huntley sold the property to the Ranks. A survey of Lot 5, Block 5 was completed in 1961. The survey shows that the detached garage on Lot 5 encroaches a slight distance onto the adjacent Lot 4. In November 1961, the Ranks purchased a two foot wide strip from the Sykes, the owners of Lot 4. The strip goes the length of Lots 4 and 5 and takes in that portion of the garage encroaching onto Lot 4. In 1975, the Ranks sold 8944 NE Webster to Raymond & Judith Slebos but the strip was not included in the legal description on the deed. The strip remained in the name of the Ranks and that is who was foreclosed.

The owner of the property at 8944 NE Webster, Ann Neslund, was contacted in August 2006 about

purchasing the strip. Ms. Neslund knew of the strip but was not certain of the location of the parcel. The County Surveyor visited the site and was able to find the property corners, which show that the strip takes in a portion of the detached garage on Lot 5. We propose to sell the strip to Ms. Neslund, the owner of 8944 NE Webster.

The attached Exhibit A, a plat map shows the location of the strip. Exhibit B, an aerial photo, shows the strip in relation to the adjacent properties. A photo, Exhibit C, shows the driveway and detached garage. The pink marker on the stake is the east corner and the pink mark painted on the driveway is the west corner.

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 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.

This action affects our Vibrant Communities Program Offer by placing a tax foreclosed property back onto the tax roll.

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

The private sale 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 D).

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

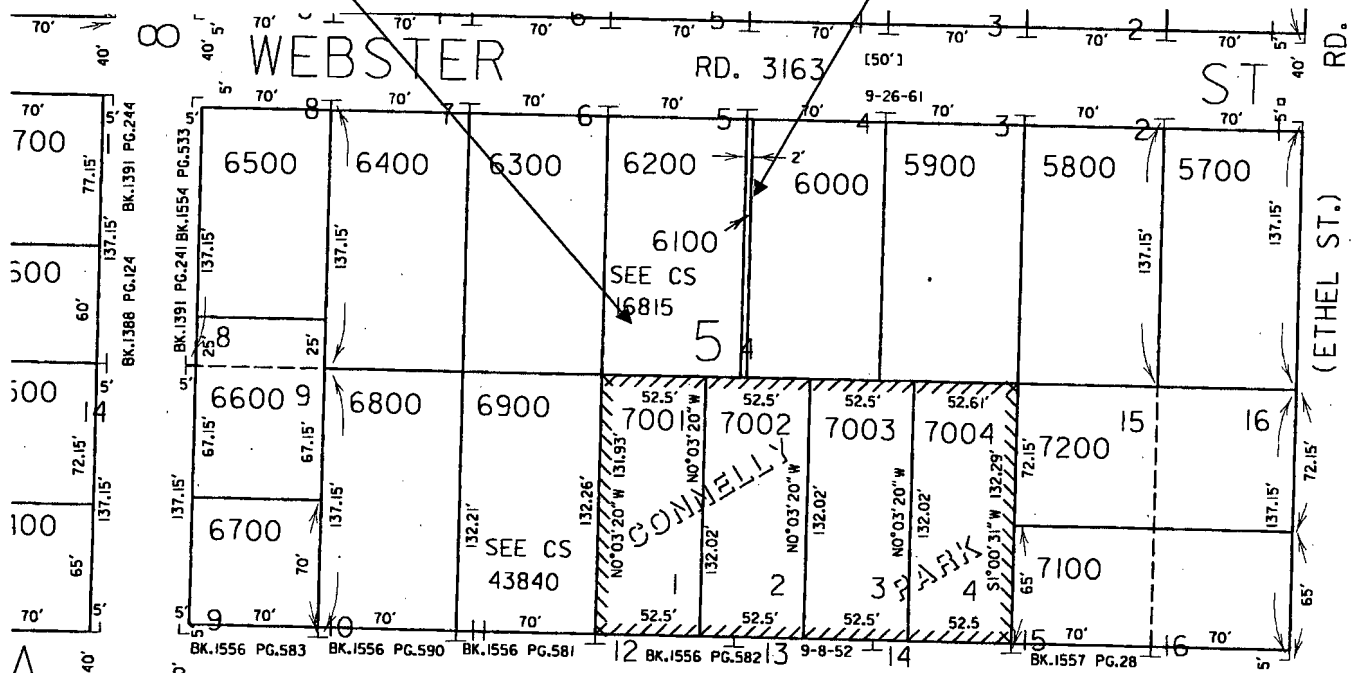
No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

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

No citizen or government participation is anticipated.

This is a detailed plat map of a portion of the City of St. Louis, Missouri. The map shows several streets and the lots they border. The streets shown are Webster St. (RD. 3163), Ethel St. (RD. 1502), and Alberta St. (RD. 2022). The map also shows surrounding streets like 89th, 90th, and 91st, and the Mississippi River to the west. The lots are numbered and labeled with owner names like 'CONNELLY' and 'FAIR'. Dimensions and bearings are provided for all lot boundaries. The map also shows surrounding streets like 89th, 90th, and 91st, and the Mississippi River to the west.

## Subject strip





**EXHIBIT B**



8944 NE Webster    Subject Strip

9002 NE Webster

# EXHIBIT C



east and west corners of strip

**EXHIBIT D**  
**PROPOSED PROPERTY LISTED FOR PRIVATE SALE**

**LEGAL DESCRIPTION:**

LOCHKNOWE    EXC N 5' IN ST  
W 2' OF       LOT 4   BLOCK 5

**ADJACENT PROPERTY ADDRESS:**                      8944 NE Webster St.

**TAX ACCOUNT NUMBER:**                                R208071

**GREENSPACE DESIGNATION:**                        No designation

**SIZE OF PARCEL:**                                        Approximately 265 square feet

**ASSESSED VALUE:**                                      \$300

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

**BACK TAXES & INTEREST:**

**TAX TITLE MAINTENANCE COST & EXPENSES:**

**RECORDING FEE:**

**SUB-TOTAL**

**MINIMUM PRICE REQUEST OF PRIVATE SALE**

	\$21.65
	\$-0-
	\$26.00
	\$47.65
	\$50.00

---

**Required Signature**

---

**Department/  
Agency Director:**

*M. Cecilia Johnson*

---

**Date:** 07/19/07

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the Private Sale of a Tax Foreclosed Property to ANN N. NESLUND

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

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the following real property:

Described in that certain TAX FORECLOSURE DEED dated the 4th day of May, 1982; recorded at Book 1594 and Page 406 in the Multnomah County Deed Records; being the twenty eighth (28th) and final property interest listed on Page 3 (Page 408) of said TAX FORECLOSURE DEED.

- b. The property has an assessed value of \$300.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the irregular shape and size of the property 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. Tax Title has received a \$50 payment from ANN N. NESLUND, 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. The Chair on behalf of Multnomah County is authorized to execute a deed conveying to ANN N. NESLUND the above described real property within Multnomah County, Oregon.

ADOPTED this 9th day of August, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:  
M. Cecilia Johnson, Director, Dept. of Community Services

Until a change is requested, all tax statements  
Shall be sent to the following address:  
ANN N. NESLUND  
3104 EAST CAMELBACK RD #616  
PHOENIX AZ 85016

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

**Deed D072140 For R208071**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ANN N. NESLUND, Grantee, the following real property:

Described in that certain TAX FORECLOSURE DEED dated the 4th day of May, 1982; recorded at Book 1594 and Page 406 in the Multnomah County Deed Records; being the twenty eighth (28th) and final property interest listed on Page 3 (Page 408) of said TAX FORECLOSURE DEED.

The true consideration paid for this transfer is \$50.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of August 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 9th day of August 2007, by Ted Wheeler, 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: 6/27/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-134**

Authorizing the Private Sale of a Tax Foreclosed Property to ANN N. NESLUND

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

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the following real property:

Described in that certain TAX FORECLOSURE DEED dated the 4th day of May, 1982; recorded at Book 1594 and Page 406 in the Multnomah County Deed Records; being the twenty eighth (28th) and final property interest listed on Page 3 (Page 408) of said TAX FORECLOSURE DEED.

- b. The property has an assessed value of \$300.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the irregular shape and size of the property 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. Tax Title has received a \$50 payment from ANN N. NESLUND, 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. The Chair on behalf of Multnomah County is authorized to execute a deed conveying to ANN N. NESLUND the above described real property within Multnomah County, Oregon.

ADOPTED this 9th day of August, 2007.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:  
M. Cecilia Johnson, Director, Dept. of Community Services

Until a change is requested, all tax statements  
Shall be sent to the following address:  
ANN N. NESLUND  
3104 EAST CAMELBACK RD #616  
PHOENIX AZ 85016

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

**Deed D072140 For R208071**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ANN N. NESLUND, Grantee, the following real property:

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The true consideration paid for this transfer is \$50.

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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of August 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 9th day of August 2007, by Ted Wheeler, 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: 6/27/09



Until a change is requested, all tax statements  
shall be sent to the following address:  
ANN N. NESLUND  
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PHOENIX AZ 85016

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

**Deed D072140 For R208071**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ANN N. NESLUND, Grantee, the following real property:

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The true consideration paid for this transfer is \$50.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of August 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

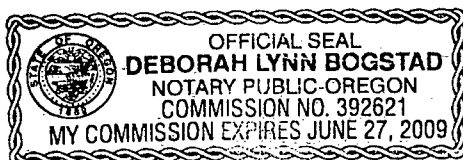
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

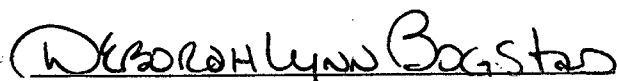
By   
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON )

COUNTY OF MULTNOMAH ) ss

This Deed was acknowledged before me this 9th day of August 2007, by Ted Wheeler, 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: 6/27/09



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 08-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-6  
Est. Start Time: 9:30 AM  
Date Submitted: 07/24/07

### BUDGET MODIFICATION: HD - 05

**Agenda Title:** Budget Modification HD-05 Authorizing Three Position Reclassifications within Various Divisions of the Health Department, as Determined by the Class/Comp Unit of Central Human Resources, and Six Fiscal Year 2008 FTE Budget Corrections

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 5 Minutes  
Department: Health Department Division: ICS, CHS, & Director  
Contact(s): Lester A. Walker, Budget & Finance Manager  
Phone: (503) 988-3663 Ext. 26457 I/O Address: 167/2/210  
Presenter(s): Wendy Lear, Business Services Manager

### General Information

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

Approval of 9 staffing adjustments resulting from the re-classification of existing positions and from corrections to the fiscal year 08 FTE budget. This will increase the Health Department's total FTE by .28 for and it will be budget neutral for FY08.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

1. Reclassify 1.0 Health Services Manager Sr. to a 1.0 Deputy Director in the Directors Office. Class Comp approved reclassification effective 6/28/07. The change will have no financial impact.
2. Reclassify 1.0 Office Assistant 2 to a 1.0 Office Assistant Sr. in Integrated Clinical Services (ICS-Lab). Class Comp approved reclassification effective 6/25/07 to better suit the responsibilities of the position. This change will have no financial impact.

3. Reclassify 1.0 Finance Specialist 2 to a 1.0 Finance Specialist Sr. in Community Health Services (CHS Admin). Class Comp approved reclassification effective 6/28/07 to better suit responsibilities of the position. This change will have no financial impact.
4. Correct an under budgeted .60 FTE X-Ray Technician to a 1.0 FTE position in ICS (Westside Clinic). Reductions were taken in premium to cover FTE increase.
5. Correct an under budgeted .80 FTE Physician to a 1.0 FTE position in ICS (Westside Clinic). Reductions were taken in premium to cover FTE increase.
6. Reduce a Nurse Practitioner from .90 FTE to .75 FTE, an Office Assistant Sr. from 1.0 FTE to .84 FTE, a Community Health Nurse from .80 FTE to .67 FTE, and increase a Program Supervisor from .80 FTE to 1.0 FTE ICS (School Based Health Clinics). The changes will also result in \$38,519 increase in professional services to cover mental health consultations. The changes will have not financial impact.

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

The changes will be budget neutral for FY08; However the reclassifications will increase the Health Departments personnel expenses going into FY09. Two of the reclasses will increase the positions pay scale by 3% in FY09.

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

N/A

**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?**

No change in revenues.

- **What budgets are increased/decreased?**

The Health Department's budget will increase by .28 FTE in FY08 but the changes will be budget neutral.

- **What do the changes accomplish?**

Change of classification and staffing to better fit the duties of the positions within Health Department. Changes also correct some under budgeted positions in the FY08 adopted budget and it opens up funds in the School Based Health Clinics to cover Mental Health consultations.

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

1. Reclassify 1.0 Health Services Manager Sr. to a 1.0 Deputy Director in the Directors Office.
2. Reclassify 1.0 Office Assistant 2 to a 1.0 Office Assistant Sr. in Integrated Clinical Services (ICS-Lab).
3. Reclassify 1.0 Finance Specialist 2 to a 1.0 Finance Specialist Sr. in Community Health Services (CHS Admin).
4. Correct an under budgeted .60 FTE X-Ray Technician to a 1.0 FTE position in ICS (Westside Clinic).
5. Correct an under budgeted .80 FTE Physician to a 1.0 FTE position in ICS (Westside Clinic).
6. Reduce a Nurse Practitioner from .90 FTE to .75 FTE, an Office Assistant Sr. from 1.0 FTE to .84 FTE, a Community Health Nurse from .80 FTE to .67 FTE, and increase a Program Supervisor from .80 FTE to 1.0 FTE ICS (School Based Health Clinics)

- **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

**BUDGET MODIFICATION: HD - 05**

### Required Signatures

**Elected Official or  
Department/  
Agency Director:**

*Jillian Shirley / w2*

**Date:** 07/16/07

**Budget Analyst:**

*Debra*

**Date:** 07/31/07

**Department HR:**

*Heather Keller*

**Date:** 07/16/07

**Countywide HR:**

**Date:**

Budget Modification ID: **HD-08-05****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: 2008

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	40-75	1000	30			47750-GF	60000	197,888	211,091	13,203		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
2	40-75	1000	30			47750-GF	60130	62,620	66,459	3,839		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
3	40-75	1000	30			47750-GF	60140	49,068	53,928	4,860		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
4	40-75	26020	30			47790-00-26020	60120	17,287	1,484	(15,803)		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
5	40-75	1000	30			47790-GF	60130	64,873	59,801	(5,072)		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
6	40-75	1000	30			47790-GF	60140	44,246	43,219	(1,027)		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
7	40-75	26020	30			47790-00-26020	60240	144	15,947	15,803		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
9	40-75	1000	30			47790-GF	60240	16,425	622	(15,803)		Increasing X-Ray Tech FTE from .60 to 1.0 FTE
11	40-75	1000	30			47750-GF	60000	211,091	234,995	23,904		Increasing Physician FTE by .20FTE
12	40-75	1000	30			47750-GF	60130	66,459	73,410	6,951		Increasing Physician FTE by .20FTE
13	40-75	1000	30			47750-GF	60140	53,928	57,483	3,555		Increasing Physician FTE by .20FTE
14	40-75	20620	30			4FA36-06-4-1	60120	36,568	11,740	(24,828)		Increasing Physician FTE by .20FTE
15	40-75	1000	30			47790-GF	60130	59,801	51,833	(7,968)		Increasing Physician FTE by .20FTE
16	40-75	1000	30			47790-GF	60140	43,219	41,605	(1,614)		Increasing Physician FTE by .20FTE
17	40-75	20620	30			4FA36-06-4-1	60246	155	7,335	7,180		Increasing Physician FTE by .20FTE
										7,180	0	Total
										0	0	GRAND TOTAL
84	40-75	20620	30			4FA36-06-4-1	60310	4,214	9,886	5,672		Increasing Physician FTE by .20FTE
85	40-75	20620	30			4FA36-06-4-1	60180	870	5,894	5,024		Increasing Physician FTE by .20FTE
86	40-75	20620	30			4FA36-06-4-1	60410	3,907	9,166	5,259		Increasing Physician FTE by .20FTE
87	40-75	20620	30			4FA36-06-4-1	60380	2,032	3,725	1,693		Increasing Physician FTE by .20FTE
88	40-75	1000	30			47790-GF	60246	7,180	-	(7,180)		Increasing Physician FTE by .20FTE
89	40-75	1000	30			47790-GF	60310	5,672	-	(5,672)		Increasing Physician FTE by .20FTE
90	40-75	1000	30			47790-GF	60180	5,024	-	(5,024)		Increasing Physician FTE by .20FTE
91	40-75	1000	30			47790-GF	60410	5,259		(5,259)		Increasing Physician FTE by .20FTE
92	40-75	1000	30			47790-GF	60380	2,735	1,042	(1,693)		Increasing Physician FTE by .20FTE
93	40-45	1000	30			44545-GF	60000	113,985	100,757	(13,228)		Reducing NP position to 10 months
94	40-45	1000	30			44545-GF	60130	36,921	32,676	(4,245)		Reducing NP position to 10 months
95	40-45	1000	30			44545-GF	60140	27,395	24,867	(2,528)		Reducing NP position to 10 months
96	40-45	1000	30			44510-GF	60000	68,773	62,154	(6,619)		Reducing OA/SR position to 10 months
97	40-45	1000	30			44510-GF	60130	21,904	19,780	(2,124)		Reducing OA/SR position to 10 months
98	40-45	1000	30			44510-GF	60140	38,687	36,656	(2,031)		Reducing OA/SR position to 10 months
99	40-45	1000	30			44510-GF	60000	62,154	53,614	(8,540)		Reducing CHN position to 10 months
100	40-45	1000	30			44510-GF	60130	19,780	17,040	(2,740)		Reducing CHN position to 10 months
101	40-45	1000	30			44510-GF	60140	36,656	34,475	(2,181)		Reducing CHN position to 10 months
102	40-45	1000	30		404504		60000	399,416	404,118	4,702		Increasing a .80FTE PS to a 1.0 FTE
103	40-45	1000	30		404504		60130	129,170	130,679	1,509		Increasing a .80FTE PS to a 1.0 FTE
104	40-45	1000	30		404504		60140	91,786	91,292	(494)		Increasing a .80FTE PS to a 1.0 FTE
105	40-45	1000	30		404504		60170	13,000	51,519	38,519		Increasing PS by 38,519 for MH Consultation
106	72-10	3500	0020		705210		60316		1,460	1,460		Insurance Revenue
107	72-10	3500	0020		705210		60330		(1,460)	(1,460)		Offsetting expenditure

**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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL	
1505	6336	61182	X-Ray Technician	703977	0.40	13,203	3,839	4,860	21,902	
1505	9490	64703	Physician	712684	0.20	23,904	6,951	3,555	34,410	
1000	9695	64784	Health Services Manager Sr	707226	(1.00)	(79,902)	(25,641)	(15,199)	(120,742)	697
1000	9619	64784	Deputy Director	707226	1.00	79,902	25,641	15,199	120,742	697
1505	6001	61551	Office Assistant 2	701963	(1.00)	(35,660)	(11,443)	(12,323)	(59,426)	704
1505	6002	61551	Office Assistant/Senior	701963	1.00	35,660	11,443	12,323	59,426	704
1000	6030	64695	Finance Specialist 2	709049	(1.00)	(51,752)	(16,607)	(13,369)	(81,728)	705
1000	6032	64695	Finance Specialist Senior	709049	1.00	51,752	16,607	13,369	81,728	705
1505	6314	61475	Nurse Practitioner	701357	(0.15)	(13,228)	(4,245)	(2,528)	(20,001)	
1505	6002	61482	Office Assistant/SR	703927	(0.16)	(6,619)	(2,124)	(2,031)	(10,774)	
1505	6315	61482	Community Health Nurse	706959	(0.13)	(8,540)	(2,740)	(2,181)	(13,461)	
1000	9361	64696	Program Supervisor	700879	(0.80)	(59,698)	(19,157)	(13,885)	(92,740)	
1000	9361	64696	Program Supervisor	700879	1.00	70,000	22,463	14,555	107,018	
			TOTAL ANNUALIZED CHANGES		0.36	19,022	4,987	2,345	26,354	

**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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL	
1505	6336	61182	X-Ray Technician	703977	0.40	13,203	3,839	4,860	21,902	
1505	9490	64703	Physician	712684	0.20	23,904	6,951	3,555	34,410	
1000	9695	64784	Health Services Manager Sr	707226	(1.00)	(79,902)	(25,641)	(15,199)	(120,742)	697
1000	9619	64784	Deputy Director	707226	1.00	79,902	25,641	15,199	120,742	697
1505	6001	61551	Office Assistant 2	701963	(1.00)	(35,660)	(11,443)	(12,323)	(59,426)	704
1505	6002	61551	Office Assistant/Senior	701963	1.00	35,660	11,443	12,323	59,426	704
1000	6030	64695	Finance Specialist 2	709049	(1.00)	(51,752)	(16,607)	(13,369)	(81,728)	705
1000	6032	64695	Finance Specialist Senior	709049	1.00	51,752	16,607	13,369	81,728	705
1505	6314	61475	Nurse Practitioner	701357	(0.15)	(13,228)	(4,245)	(2,528)	(20,001)	
1505	6002	61482	Office Assistant/SR	703927	(0.16)	(6,619)	(2,124)	(2,031)	(10,774)	
1505	6315	61482	Community Health Nurse	706959	(0.13)	(8,540)	(2,740)	(2,181)	(13,461)	
1000	9361	64696	Program Supervisor	700879	(0.80)	(59,698)	(19,157)	(13,885)	(92,740)	
1000	9361	64696	Program Supervisor	700879	0.92	64,400	20,666	13,391	98,457	
			TOTAL CURRENT FY CHANGES		0.28	13,422	3,190	1,181	17,793	



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 08-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-7  
Est. Start Time: 9:30 AM  
Date Submitted: 07/26/07

## BUDGET MODIFICATION: DCHS - 04

**Budget Modification DCHS-04 Reclassifying a Program Development Specialist**  
**Agenda Senior to a Data Analyst Senior in Developmental Disabilities Division, Systems**  
**Title: Support, as Determined by the Class/Comp Unit of Central Human Resources**

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

<b>Requested Meeting Date:</b>	<u>August 9, 2007</u>	<b>Amount of Time</b>	<u>N/A - Consent Agenda</u>
<b>Department:</b>	<u>Dept of County Human Services</u>	<b>Division:</b>	<u>Developmental Disabilities</u>
<b>Contact(s):</b>	<u>Kathy Tinkle</u>		
<b>Phone:</b>	<u>503-988-3691</u>	<b>Ext.</b>	<u>26858</u>
		<b>I/O Address:</b>	<u>167/620</u>
<b>Presenter(s):</b>	<u>Consent Agenda Item</u>		

## General Information

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

The Department of County Human Services recommends approval of budget modification DCHS-04 reclassifying a position from Program Development Specialist Senior to Data Analyst Senior in Developmental Disabilities Services Division (DDSD), Systems Support.

### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This modification reflects a Class/Comp decision on a reclassification request initiated by the employee. Class/Comp reviewed the submitted job duties and descriptions and concluded that a Data Analyst Senior was the best fit for the position. The purpose of this position and main job duties, and budgeted in Program Offer #25010, are as follows:

- Creation and design of ad hoc reports.
- Performing complex data research.
- Organizing and analyzing data received from a variety of sources.



- Augmenting and supporting critical program evaluation and assessment requirements.
- Leading other analysts, staff or technicians on projects wherein data analysis is critical or complex and where program or division knowledge is required in addition to technical systems expertise.
- Using DDSD data collection systems, queries and other tools to extract data from systems for program staff members, policymakers, system stakeholders and funders.

In reviewing the position description as completed, Central HR Classification/Compensation determined that this position would be most appropriately classified as a Data Analyst Senior.

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

This reclassification in DDSD, Systems Support is retroactive to December, 18, 2006. Both the actual financial impact and current the fiscal year budget impact are neutral, as the pay scales overlap. The pay scale for a Program Development Specialist Senior is \$54,100 - \$66,607 and the pay scale for a Data Analyst Senior is \$55,770 - \$68,570. Personnel costs will increase over time, as the pay scale for the Data Analyst Senior position is slightly higher than a Program Development Specialist Senior.

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

N/A

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

N/A

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## ATTACHMENT A

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### Budget Modification

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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?

N/A

- What do the changes accomplish?

Approval of classification decision from Human Resources Class/Comp initiated by the employee, and allows for a classification that better reflects the functions and duties of this position.

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

Reclassification of a .80 FTE Program Development Specialist Senior to a Data Analyst Senior in DDS, Systems Support.

- 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

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: DCHS - 04**

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### Required Signatures

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**Elected Official  
or Department/  
Agency Director:**

*Larry Linker for Joanne Fuller*

**Date:** 07/25/07

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 07/31/07

**Department HR:**

*Jeri E. Dot*

**Date:** 07/25/07

**Countywide HR:**

**Date:**

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

						ANNUALIZED			
Fund Center	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-50	6088	65157	Prog Dev Spec Senior	712368	(0.80)	(47,846)	(15,354)	(10,875)	(74,075)
20-50	6456	65157	Data Analyst Senior	712368	0.80	47,846	15,354	10,875	74,075
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	0	0	0	0

**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.

Effective 7-01-07

						CURRENT YEAR			
Fund Center	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-50	6088	65157	Prog Dev Spec Senior	712368	(0.80)	(47,846)	(15,354)	(10,875)	(74,075)
20-50	6456	65157	Data Analyst Senior	712368	0.80	47,846	15,354	10,875	74,075
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	0	0	0	0



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: C-8  
Est. Start Time: 9:30 AM  
Date Submitted: 07/26/07

**Agenda Title:** ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

<b>Requested Meeting Date:</b>	August 8, 2007	<b>Amount of Time Needed:</b>	N/A
<b>Department:</b>	DCHS	<b>Division:</b>	MHASD
<b>Contact(s):</b>	Jean Dentinger/Debra Myers		
<b>Phone:</b>	(503) 988-5464	<b>Ext.</b>	27297
<b>Presenter(s):</b>	Consent Calendar		
<b>I/O Address:</b>	167/1/520		

### General Information

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

Requesting adoption of order and approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Outpatient mental health agencies depend upon certain staff having the ability to assess clients for "Director Designee Custody". This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff needs to be trained and certified as designees.

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

None.

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

In accordance with ORS 426.215.

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

None.

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**Required Signature**

---

**Elected Official or  
Department/  
Agency Director:**



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**Date:** 07/18/07

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. \_\_\_\_\_

Authorizing a Designee of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) The designee listed below has been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division.

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

- 1. The individual listed below is authorized as a designee of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
- 2. Added to the list of designees are:

Joanna Miller	Jamie Gleason	Eoin Bastable	Lee Smula
Merilee Barba	Cammy Bentz	Linda Anglin	Sarah Schellhorn
Wade Belknap	Staley W. Mims	Gary Smith	Tanya Trahan
Amber Holt	Adam Watkins	Holly Eliza Jones	Keith Haas

ADOPTED this 9th day of August, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Patrick Henry, Assistant County Attorney

SUBMITTED BY:  
Joanne M. Fuller, Director, Dept. of County Human Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 07-135

Authorizing a Designee of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) The designee listed below has been specifically recommended by the Mental Health Program Director and meets the standards established by the Mental Health Division.

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

1. The individual listed below is authorized as a designee of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.

2. Added to the list of designees are:

Joanna Miller	Jamie Gleason
Merilee Barba	Cammy Bentz
Wade Belknap	Staley W. Mims
Amber Holt	Adam Watkins

Eoin Bastable	Lee Smula
Linda Anglin	Sarah Schellhorn
Gary Smith	Tanya Trahan
Holly Eliza Jones	Keith Haas

ADOPTED this 9th day of August, 2007.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Patrick Henry, Assistant County Attorney

SUBMITTED BY:

Joanne M. Fuller, Director, Dept. of County Human Services



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

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Please complete this form and return to the Board Clerk

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

MEETING DATE: 8/9/07

SUBJECT: lack of response to communication

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Karl Chromy

ADDRESS: 6402 SE Tolman St

CITY/STATE/ZIP: Portland, OR 97206

PHONE: \_\_\_\_\_ DAYS: 503-772-7938

EVES: same

EMAIL: N/A

FAX: \_\_\_\_\_

SPECIFIC ISSUE: lack of response

WRITTEN TESTIMONY: delivered

**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.

KARL DEAN CHROMY  
6402 SE TOLMAN STREET  
PORTLAND, OREGON 97206

Mult. County Chairperson,  
Mult. County Commissioners,  
Mult. County Attorney,  
& Farrell and Ass.

To whom it may concern, this is my claim against Mult. County;

I have delivered several written communications to county government offices and I have received no responses to the issues that continue to plague my existence! Your refusal to deal with the issues has caused me to live in poverty, eat out of a food box, and I have to beg non-profits to help pay my expenses on a monthly basis, it has been many years now and you still refuse to respond!

I presented my communications to Chairperson Diane Lynn and all the commissioners over a year and half ago, when I received no response I went to the Chairperson's office after almost a year and was played with in front of the security guard (Kyle Steele) by Darcy Miles. Then I was ultimately asked to leave the building for that day by the Portland Police department via Diane Lynn's office worker, Darcy Miles. I did this and returned the next day for a county commissioner's meeting to speak to the council, I signed up and was asked by five sheriff deputies to come out into the hallway. Three of them formed a semi-circle around me at the south end of the security desk and proceeded to ask to see my paperwork for the council (I named the deputies in previous communications). I concluded that the deputies were trying to keep me from speaking before the council and I stated such to them, at which time they decided that they were going to exclude me from the building for 3 months and they handed me an exclusion notice. I asked the security guard at the front desk (Kyle Steele again) to put his contact data on the back of the exclusion notice and he was told by Deputy Byles that he didn't have to do that. He put his name and number on the paper! I then asked Kyle if the behaviors described on the exclusion notice were witnessed by him as he had been with me the day before also. Deputy Byles told him that he didn't have to answer again! Kyle Steele said NO! The deputies forced the exclusion notice anyway! I appealed it and met with Capt. Elliot and he became so flustered that I ended up with a document from the sheriff's file and I tried to return it, but the person at the window said that it didn't happen and that he would not take the document back, so I wrote another document and told the window worker to date stamp both documents, make a copy of each and give me the copies. He did. Now in the Sheriff's file is the letter that set up my appointment of that day, for the appeal, with two date stamps on it; one within 10 business days of the notice's delivery date and the date of my appeal meeting; and I have a copy of it! I contacted the Sheriff in writing after this incident with Capt. Elliot and got no response to this date, so I tried calling him but could not get Bernie to respond to my calls. I called my commissioner and the chairperson as soon as I could and they called the sheriff's department again and the sheriff's department used the first exclusion notice to place a

second one, this one was for another 12 months. All so that you would not have to deal with the problems that have occurred within the county toward me. I have written and called the sheriff and the Internal Affairs Division of the sheriff's department continuously for the last 12 months and have never had a response to my reports of all the problems, instead I have been blown off continuously! This is Malfeasance of Office, dereliction of duty, violation of the oath of Office of everyone involved, including the Sheriff!

I became aware that Diane Lynn's office had called Project Respond the day before my exclusion notice date and when I called Cascadia to find out if they had a file with my name on it, they said they did. I sent them a letter to send me a complete and accurate copy of the file and they sent me one. In their records there are several false statements that were provided by Darcy Miles from Diane Lynn's office, including that I have a brain injury and that I have a Mult. Co. Mental Health caseworker by the name of Joan. Darcy included Joan's phone number to make it look good, so I called it and got an answering machine, so I left this message; "Hello Joan, my name is Karl Chromy (I spelled it for her). Cascadia has records that say that you are my caseworker and I would like to ask you a few questions. How tall am I? What color is my hair? What color are my eyes? Have you ever fucking met me before in your life?" And I left my phone number! Nancy Winters from Mult. County called me the next day and said that she was confused, so I asked her what confused her the most? She said my message, as she was Joan's supervisor and they work in quality assurance and Joan isn't a caseworker nor does she have any clients! I asked her to send me that in writing and she did!

There can be no doubt of the criminal activities from within the county chairperson's office, the sheriff's office, and Cascadia, which has only one contract; with Mult. Co.! Convenient and it is conspiracy to commit the crime! With the Sheriff Department refusing to respond and playing cover up while committing their own fair share of criminal acts! I need to be made whole!

I was at 501 SE Hawthorne Blvd. For the redress of grievances and I was falsely and unlawfully excluded under a false pretense, then unlawfully detained from the exercising of my Right of Redress of Grievance and then I was threatened with arrest of a crime if I tried to return for 15 months, TRESPASSING! All the while, everyone in the county is refusing to follow the laws of their offices, including the Sheriff, who also chose not to respond to my written communications! Therefore I must introduce you to the law:

Miller v. U.S., 230 F.2d. 486, 489

"The claim and exercise of a Constitutional Right cannot be converted into a crime."

I was unlawfully detained from exercising my right of redress, while being under the threat of TRESPASS, a crime!

In Bloom v. Fred Meyers, the Supreme Court of Oregon set unlawful detention at \$45,000 per minute; Bloom asked for 20 minutes and the court gave her 10 minutes at \$45,000 per minute for a total of \$450,000!

So to find out what your liability is, you must multiply 15 months times 30 days per month = 450 days times 24 hours per day = 10,804 hours times 60 minutes per hour = 648,240 minutes times \$45,000 per minute = \$29,170,800.00

This aforementioned amount is just for that incident, there are other matters before the county commissioners that we must also discuss, like Mult. Co. Protective Services taking a swing at my financial world, off of the false documents that are in the Social Security Administration's paperwork. Mr. Morrison from Protective Services sent the paperwork from Mult. County to Dr. Susan Allen, my doctor who is listed as providing 67 pages of documents to the SSA as a M.D. according to the Administrative Law Judge's decision letter for Disability. The problem is that Dr. Susan Allen is a Naturopath, a N.D. and they can't sign such paperwork, nor would she if she could; she has provided a letter that she is not a M.D. nor did she provide any records to the SSA! Whoops again!

You can look at the rest of my communications from the Chairperson's office and the commissioner's offices to get the rest of the issues. I look forward to you turning this claim down, so that I can open a court case for Cascadia and Mult. County. And start issuing subpoenas! I will demand a trial by jury, of course! Everyone should have the opportunity to plead the 5<sup>th</sup> in front of a jury! You have a nice day and that is a nice building that you have there at 501 SE Hawthorne Blvd.

Best Regards,

*Karl Chromy* 8/9/07

KARL DEAN CHROMY

Karl Dean Chromy (AR) and authorized signatory



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 8-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 08/07/07

### BUDGET MODIFICATION: Countywide - 01

**Agenda Title: Budget Modification Countywide-01 Appropriating General Fund Contingency to Reconcile State Funding Shortfalls for Fiscal Year 2008**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 10 minutes  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Karyne Dargan, Mark Campbell  
Phone: 503.988.3312 Ext. 24213 I/O Address: 503/531  
Presenter(s): Mark Campbell

### General Information

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

We are requesting that the Board of County Commissioners transfer General Fund contingency funds to departments impacted by final budget allocations from the State of Oregon. This action is in response to a Board budget note that describes a process to reconcile differences between the County's FY 2008 Adopted budget and the state's FY 2007-09 biennial budget.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Because the legislative session runs past the time when the County adopts its budget, departments assumed state funding at the level provided in the Governor's proposed budget. In making that assumption, departments removed general fund dollars that had been supporting state funded services to the extent the Governor's proposed budget increased funding above ongoing cost increases. This removal of general fund support was one strategy we used in trying to narrow the ongoing County shortfall.

In three areas, that assumption proved to be overly optimistic, totaling \$3.7 million. This budget action will reconcile the FY 2008 Adopted budget with the state's final allocations. The Board of County Commissioners has three choices:

- a. cut staff and services
- b. backfill with one time only County general funds
- c. reduce other services on an ongoing basis to allow continuation of these services

If the Board chooses to back fill the services, one-time-only funds are available in the BIT Stabilization/Legislative Backfill fund. It would reduce the available funds from \$4.74 million to \$1.16 million. This decision could place increased pressure on the decisions we will need to make in the next budget cycle and leave limited contingency funding for the remainder of FY 2008.

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

Depending on the choice made by the Board, this action has the potential to decrease the General Fund contingency by \$3.58 million.

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

n/a

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

A work session was held on July 31, 2007 to discuss the Board's options.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

State revenue is being decreased by \$3,578,047 and the general fund contingency is also being reduced by a like amount.

- **What budgets are increased/decreased?**

The State funding for the following departments will be reduced while their General Fund will increase by a like amount:

- Department of County Human Services - \$300,945
- Department of Community Justice
  - Juvenile Services - \$548,196
  - Adult Services (SB1145) - \$1,755,453
- Sheriff's Office (SB 1145) - \$973,453

- **What do the changes accomplish?**

The changes described above will shift costs for those services from the Fed/State Fund to the General Fund.

- **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?**

County indirect will be reduced by \$220,598 due to the shift of costs from the Fed/State Fund to the General Fund.

- **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 SB 1145 funding is one-time-only in nature to cover the 1<sup>st</sup> year shortfall for the biennium; this specific request is one-time-only in nature.

Funding requests for Department of Community Justice Juvenile Division and the Department of County Human Services requests are ongoing and will impact general fund expenditures in FY 2009.

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

n/a

- **If a grant, when the grant expires, what are funding plans?**

n/a

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## Contingency Request

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If the request is a Contingency Request, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**

Due to the timing of the State budget, the County has to make assumptions about state funding in the adopted budget. At the time of adoption for the FY 2008 budget, the Board of County Commissioners set aside \$4.74 million to guard against reductions in State funding and to provide flexibility to the Board to preserve services.

- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**

Departments and the Board of County Commissioners have attempted to increase funding from the State for core services. In year two of the biennium, the State will be implementing the Actual Cost Study which will cover the one-time-only expenses for SB 1145.

- **Why are no other department/agency fund sources available?**

In assuming the Governor's Proposed budget, departments were instructed to back out General Fund.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

SB 1145 is a one-time-only request and will not impact future General Fund decisions. Funding requests for Department of Community Justice Juvenile Division and the Department of County Human Services requests are ongoing and will need to be decided in the FY 2009 General Fund appropriation.

- **Has this request been made before? When? What was the outcome?**

No

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: Countywide - 01**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

TED WHEELER

**Date:** 08/07/07

**Budget Analyst:**

J. Mark Campbell

**Date:** 08/07/07

Budget Modification ID: **Countywide-01****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: 2008

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
COMMUNITY JUSTICE												
1	50-10	23000	50			CJ045.DOC.LLC	50180	(678,639)	0	678,639		IG-OP-Direct St
2	50-10	23000	50			CJ045.DOC.LLC	60000	253,576	0	(253,576)		Permanent
3	50-10	23000	50			CJ045.DOC.LLC	60100	2,465	0	(2,465)		Temporary
4	50-10	23000	50			CJ045.DOC.LLC	60120	6,626	0	(6,626)		Premium
5	50-10	23000	50			CJ045.DOC.LLC	60130	82,531	0	(82,531)		Fringe
6	50-10	23000	50			CJ045.DOC.LLC	60135	222	0	(222)		Non Base Fringe
7	50-10	23000	50			CJ045.DOC.LLC	60140	63,844	0	(63,844)		Insurance
8	50-10	23000	50			CJ045.DOC.LLC	60145	123	0	(123)		Non Base Insurance
9	50-10	23000	50			CJ045.DOC.LLC	60155	13,135	0	(13,135)		Direct Client Assistance
10	50-10	23000	50			CJ045.DOC.LLC	60170	141,712	0	(141,712)		Professional Services
11	50-10	23000	50			CJ045.DOC.LLC	60180	6,800	0	(6,800)		Printing
12	50-10	23000	50			CJ045.DOC.LLC	60230	100	0	(100)		Postage
13	50-10	23000	50			CJ045.DOC.LLC	60240	39,229	0	(39,229)		Supplies
14	50-10	23000	50			CJ045.DOC.LLC	60250	1,000	0	(1,000)		Food
15	50-10	23000	50			CJ045.DOC.LLC	60260	4,791	0	(4,791)		Travel & Training
16	50-10	23000	50			CJ045.DOC.LLC	60270	1,962	0	(1,962)		Local Travel/Mileage
17	50-10	23000	50			CJ045.DOC.LLC	60350	14,384	0	(14,384)		Central Indirect 2.29%
18	50-10	23000	50			CJ045.DOC.LLC	60355	36,118	0	(36,118)		Dept Indirect 5.75%
19	50-10	23000	50			CJ045.DOC.LLC	60370	8,321	0	(8,321)		Intl Svcs Telephone
20	50-10	23000	50			CJ045.DOC.LLC	60460	1,700	0	(1,700)		Intl Svcs Dist/Postage
21									0		0	Remove DOC State funding from ASD Londer Lrn Ctr
22									0			
23	50-10	1000	50		505501		60000	0	253,576	253,576		Permanent
24	50-10	1000	50		505501		60100	0	2,465	2,465		Temporary
25	50-10	1000	50		505501		60120	0	6,626	6,626		Premium
26	50-10	1000	50		505501		60130	0	82,531	82,531		Fringe
27	50-10	1000	50		505501		60135	0	222	222		Non Base Fringe
28	50-10	1000	50		505501		60140	0	63,844	63,844		Insurance
29	50-10	1000	50		505501		60145	0	123	123		Non Base Insurance
										409,387	0	Total - Page 1
										2,105,774	2,105,774	GRAND TOTAL

Budget Modification ID: **Countywide-01****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: 2008

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	50-10	1000	50		505501		60155	0	13,135	13,135		Direct Client Assistance
31	50-10	1000	50		505501		60170	40,000	181,712	141,712		Professional Services
32	50-10	1000	50		505501		60180	0	6,800	6,800		Printing
33	50-10	1000	50		505501		60230	0	100	100		Postage
34	50-10	1000	50		505501		60240	0	39,229	39,229		Supplies
35	50-10	1000	50		505501		60250	0	1,000	1,000		Food
36	50-10	1000	50		505501		60260	0	4,791	4,791		Travel & Training
37	50-10	1000	50		505501		60270	0	1,962	1,962		Local Travel/Mileage
38	50-10	1000	50		505501		60370	0	8,321	8,321		Intl Svcs Telephone
39	50-10	1000	50		505501		60460	0	1,700	1,700		Intl Svcs Dist/Postage
40									0		628,137	Add ASD Londer Lrn Ctr expenses to CGF using contingency
41									0			
42	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	50180	(140,673)	0	140,673		IG-OP-Direct St
43	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60000	79,384	0	(79,384)		Permanent
44	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60130	25,474	0	(25,474)		Fringe
45	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60140	23,573	0	(23,573)		Insurance
46	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60240	1,773	0	(1,773)		Supplies
47	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60350	2,982	0	(2,982)		Central Indirect 2.29%
48	50-10	23000	50			CJ045.DOC.SUP.CSBENCH	60355	7,487	0	(7,487)		Dept Indirect 5.75%
49									0		0	Remove DOC State funding from ASD ACS - Comm Crt & Bench Probtn
50									0			
51	50-10	1000	50		505901		60000	129,408	208,792	79,384		Permanent
52	50-10	1000	50		505901		60130	41,487	66,961	25,474		Fringe
53	50-10	1000	50		505901		60140	40,162	63,735	23,573		Insurance
54	50-10	1000	50		505901		60240	3,630	5,403	1,773		Supplies
55									0		130,204	Add ASD ACS - Comm Crt & Bench Probtn exp's to CGF using contingency
56									0			
57									0			
58									0			
										348,954	758,341	Total - Page 2
										2,105,774	2,105,774	GRAND TOTAL

Budget Modification ID: **Countywide-01****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: 2008

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						
59	50-10	23000	50			CJ045.DOC.DRC	50180	(1,150,441)	(73,160)	1,077,281		IG-OP-Direct St
60	50-10	23000	50			CJ045.DOC.DRC	60000	617,424	0	(617,424)		Permanent
61	50-10	23000	50			CJ045.DOC.DRC	60110	1,000	0	(1,000)		Overtime
62	50-10	23000	50			CJ045.DOC.DRC	60120	3,896	0	(3,896)		Premium
63	50-10	23000	50			CJ045.DOC.DRC	60130	200,786	0	(200,786)		Fringe
64	50-10	23000	50			CJ045.DOC.DRC	60140	158,425	0	(158,425)		Insurance
65	50-10	23000	50			CJ045.DOC.DRC	60180	7,544	216	(7,328)		Printing
66	50-10	23000	50			CJ045.DOC.DRC	60240	6,568	0	(6,568)		Supplies
67	50-10	23000	50			CJ045.DOC.DRC	60270	1,685	0	(1,685)		Local Travel/Mileage
68	50-10	23000	50			CJ045.DOC.DRC	60350	24,385	1,550	(22,835)		Central Indirect 2.29%
69	50-10	23000	50			CJ045.DOC.DRC	60355	61,228	3,894	(57,334)		Dept Indirect 5.75%
70									0		0	Reduce DOC State funding from ASD Day Rptng Ctr
71									0			
72	50-10	1000	50		505401		60000	306,015	923,439	617,424		Permanent
73	50-10	1000	50		505401		60110	0	1,000	1,000		Overtime
74	50-10	1000	50		505401		60120	0	3,896	3,896		Premium
75	50-10	1000	50		505401		60130	97,040	297,826	200,786		Fringe
76	50-10	1000	50		505401		60140	84,924	243,349	158,425		Insurance
77	50-10	1000	50		505401		60180	0	7,328	7,328		Printing
78	50-10	1000	50		505401		60240	1,690	8,258	6,568		Supplies
79	50-10	1000	50		505401		60270	1,944	3,629	1,685		Local Travel/Mileage
80									0		997,112	Add ASD Day Rptng Ctr exp's to CGF using contingency
81									0			
82	50-50	23190	50			CJ007.GTS.EMGET	50180	0	(417,651)	(417,651)		IG-OP-Direct St
83	50-50	23190	50			CJ007.GTS.EMGET	60160	0	386,571	386,571		Pass Thru Payments
84	50-50	23190	50			CJ007.GTS.EMGET	60350	0	8,852	8,852		Central Indirect 2.29%
85	50-50	23190	50			CJ007.GTS.EMGET	60355	0	22,228	22,228		Dept Indirect 5.75%
86									0		0	Add Pass Thru Pymt to City of Gresham
87									0			
										997,112	997,112	Total - Page 3
										2,105,774	2,105,774	GRAND TOTAL

Budget Modification ID: **Countywide-01****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: 2008

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						
88	50-50	23190	50			CJ007.GTS.SHELTER	50180	(415,992)	(37,505)	378,487		IG-OP-Direct St
89	50-50	23190	50			CJ007.GTS.SHELTER	60170	385,035	34,714	(350,321)		Professional Services
90	50-50	23190	50			CJ007.GTS.SHELTER	60350	8,817	795	(8,022)		Central Indirect 2.29%
91	50-50	23190	50			CJ007.GTS.SHELTER	60355	22,140	1,996	(20,144)		Dept Indirect 5.75%
92									0		0	Reduce GTS State funding from JSD Confinement Alt for Minority Youth
93									0			
94	50-50	1000	50		507740		60170	201,448	551,769	350,321		Professional Services
95									0		350,321	Add JSD Confinement Alt for Minority Youth exp's to CGF using contingency
96									0			
97	50-50	21470	50			CJ041.JCP.BASIC.SRTP	50180	(267,301)	(145,596)	121,705		IG-OP-Direct St
98	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60150	233,750	134,761	(98,989)		County Match & Sharing
99	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60170	13,659	0	(13,659)		Professional Services
100	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60350	5,666	3,086	(2,580)		Central Indirect 2.29%
101	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60355	14,226	7,749	(6,477)		Dept Indirect 5.75%
102									0		0	Reduce JCP BASIC State funding from JSD Sex Off Res Tx
103									0			
104	50-50	23180	50			CJ041.JCP.DIV.SRTP	50180	(124,271)	(32,191)	92,080		IG-OP-Direct St
105	50-50	23180	50			CJ041.JCP.DIV.SRTP	60000	70,019	16,294	(53,725)		Permanent
106	50-50	23180	50			CJ041.JCP.DIV.SRTP	60120	2,819	2,715	(104)		Premium
107	50-50	23180	50			CJ041.JCP.DIV.SRTP	60130	23,374	6,084	(17,290)		Fringe
108	50-50	23180	50			CJ041.JCP.DIV.SRTP	60140	18,452	4,344	(14,108)		Insurance
109	50-50	23180	50			CJ041.JCP.DIV.SRTP	60350	2,634	682	(1,952)		Central Indirect 2.29%
110	50-50	23180	50			CJ041.JCP.DIV.SRTP	60355	6,614	1,713	(4,901)		Dept Indirect 5.75%
111									0		0	Reduce JCP DIVERSION State funding from JSD Sex Off Res Tx
112									0			
113									0			
114									0			
115									0			
116									0			
										350,321	350,321	Total - Page 4
										2,105,774	2,105,774	GRAND TOTAL

Budget Modification ID: **Countywide-01****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: 2008

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						
117	50-50	1000	50		506500	60000	0	53,725	53,725		Permanent
118	50-50	1000	50		506500	60120	0	104	104		Premium
119	50-50	1000	50		506500	60130	0	17,290	17,290		Fringe
120	50-50	1000	50		506500	60140	0	14,108	14,108		Insurance
121	50-50	1000	50		506500	60150	0	98,989	98,989		County Match & Sharing
122	50-50	1000	50		506500	60170	0	13,659	13,659		Professional Services
123								0		197,875	Add JSD Sex Off Res Tx exp's to CGF using contingency
124								0			
125	19	1000	20		9500001000	60470		(2,303,649)	(2,303,649)	0	Contingency
126								0		(2,303,649)	Reduce CGF Contingency
127								0			
128	19	1000	20		9500001000	50310		43,903	43,903		Reduce Reimb Rev GF
129	19	1000	20		9500001000	60470		(43,903)	(43,903)		Reduce offsetting exp GF
130								0			
131	50-00	1000	50		509600	50370		110,233	110,233		Reduce Dept Indirect Revenue
132	50-00	1000	50		500000	60240		(110,233)	(110,233)		Reduce Supplies by Dept Indirect
133								0			
134								0			
135								0			
136								0			
137								0			
138								0			
139								0			
140								0			
141								0			
142								0			
143								0			
144								0			
									(2,105,774)	(2,105,774)	Total - Page 5
									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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL	
50-10	6344	61848	Basic Skills Educator	700551	(1.00)	(46,507)	(13,524)	(13,028)	(73,059)	CJ045.DOC.LLC
50-10	6344	61848	Basic Skills Educator	700551	1.00	46,507	13,524	13,028	73,059	505501
50-10	6344	61848	Basic Skills Educator	700853	(0.70)	(37,414)	(11,820)	(9,412)	(58,646)	CJ045.DOC.LLC
50-10	6344	61848	Basic Skills Educator	700853	0.70	37,414	11,820	9,412	58,646	505501
50-10	6344	61848	Basic Skills Educator	703847	(1.00)	(46,478)	(13,516)	(13,026)	(73,020)	CJ045.DOC.LLC
50-10	6344	61848	Basic Skills Educator	703847	1.00	46,478	13,516	13,026	73,020	505501
50-10	6344	61848	Basic Skills Educator	705042	(1.00)	(52,485)	(16,842)	(13,417)	(82,744)	CJ045.DOC.LLC
50-10	6344	61848	Basic Skills Educator	705042	1.00	52,485	16,842	13,417	82,744	505501
50-10	9620	61848	Community Justice Manager	705915	(1.00)	(70,692)	(24,382)	(14,600)	(109,674)	CJ045.DOC.LLC
50-10	9620	61848	Community Justice Manager	705915	1.00	70,692	24,382	14,600	109,674	505501
									0	
50-10	6266	64641	Corrections Tech	710308	(1.00)	(43,379)	(13,920)	(12,825)	(70,124)	CJ045.DOC.SUP.C SBENCH
50-10	6266	64641	Corrections Tech	710308	1.00	43,379	13,920	12,825	70,124	505901
50-10	6266	64641	Corrections Tech	710309	(0.84)	(36,005)	(11,554)	(10,748)	(58,307)	CJ045.DOC.SUP.C SBENCH
50-10	6266	64641	Corrections Tech	710309	0.84	36,005	11,554	10,748	58,307	505901
									0	
50-10	6001	62875	Office Asst 2	700186	(0.50)	(15,911)	(5,106)	(6,037)	(27,053)	CJ045.DOC.DRC
50-10	6001	62875	Office Asst 2	700186	0.50	15,911	5,106	6,037	27,053	505401
50-10	6001	62875	Office Asst 2	701045	(1.00)	(34,128)	(10,952)	(12,223)	(57,303)	CJ045.DOC.DRC
50-10	6001	62875	Office Asst 2	701045	1.00	34,128	10,952	12,223	57,303	505401
50-10	6268	62875	Corrections Counselor	703752	(1.00)	(57,295)	(18,386)	(13,729)	(89,410)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	703752	1.00	57,295	18,386	13,729	89,410	505401
50-10	6268	62875	Corrections Counselor	705076	(1.00)	(53,476)	(17,160)	(13,481)	(84,117)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	705076	1.00	53,476	17,160	13,481	84,117	505401
50-10	6266	62875	Corrections Tech	705435	(1.00)	(44,099)	(14,151)	(12,871)	(71,121)	CJ045.DOC.DRC
50-10	6266	62875	Corrections Tech	705435	1.00	44,099	14,151	12,871	71,121	505401
50-10	6268	62875	Corrections Counselor	705633	(1.00)	(55,284)	(17,741)	(13,598)	(86,623)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	705633	1.00	55,284	17,741	13,598	86,623	505401
50-10	9620	62875	Community Justice Manager	705699	(1.00)	(81,266)	(28,029)	(15,287)	(124,582)	CJ045.DOC.DRC
50-10	9620	62875	Community Justice Manager	705699	1.00	81,266	28,029	15,287	124,582	505401
50-10	6268	62875	Corrections Counselor	705862	(1.00)	(57,295)	(18,386)	(13,729)	(89,410)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	705862	1.00	57,295	18,386	13,729	89,410	505401
50-10	6268	62875	Corrections Counselor	705997	(1.00)	(57,295)	(18,386)	(13,729)	(89,410)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	705997	1.00	57,295	18,386	13,729	89,410	505401
50-10	6268	62875	Corrections Counselor	706321	(0.80)	(45,836)	(14,709)	(10,983)	(71,528)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	706321	0.80	45,836	14,709	10,983	71,528	505401
50-10	6001	62875	Office Asst 2	707004	(1.00)	(29,596)	(8,607)	(11,929)	(50,132)	CJ045.DOC.DRC
50-10	6001	62875	Office Asst 2	707004	1.00	29,596	8,607	11,929	50,132	505401
50-10	6268	62875	Corrections Counselor	708851	(0.50)	(28,648)	(9,193)	(6,865)	(44,706)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	708851	0.50	28,648	9,193	6,865	44,706	505401
50-10	6268	62875	Corrections Counselor	711605	(1.00)	(57,295)	(18,386)	(13,729)	(89,410)	CJ045.DOC.DRC
50-10	6268	62875	Corrections Counselor	711605	1.00	57,295	18,386	13,729	89,410	505401
									0	
50-50	6273	61874	Juvenile Custody Svcs Spec	700920	(0.06)	(2,908)	(983)	(800)	(4,691)	CJ041.JCP.DIV.SR TP
50-50	6273	61874	Juvenile Custody Svcs Spec	700920	0.06	2,908	983	800	4,691	506500
50-50	6273	61874	Juvenile Custody Svcs Spec	701412	(1.00)	(50,817)	(16,307)	(13,308)	(80,432)	CJ041.JCP.DIV.SR TP
50-50	6273	61874	Juvenile Custody Svcs Spec	701412	1.00	50,817	16,307	13,308	80,432	506500
									0	
			<b>TOTAL ANNUALIZED CHANGES</b>		<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1)</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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL	
									0	
			Same as above because changes are retro-active to 7/1/2007						0	
									0	
									0	
			<b>TOTAL CURRENT FY CHANGES</b>		<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	



**Department of County Management**  
**MULTNOMAH COUNTY OREGON**

Budget Office

**501 SE Hawthorne Blvd., Suite 531**  
**Portland, Oregon 97214**  
**(503) 988-3312 phone**  
**(503) 988-5758 fax**  
**(503) 988-5170 TDD**

TO: Board of County Commissioners

FROM: Mark Campbell, Deputy Budget Manager

DATE: August 7, 2007

SUBJECT: General Fund Contingency Request for **\$3,578,047** to Backfill Programs Impacted by State Funding Decisions

This budget modification transfers \$3,578,047 from the General Fund contingency to departments that were impacted by final state budget decisions. Departments that receive funds from the State of Oregon were directed to prepare their budgets for FY 2008 based on the Governor's proposed budget for the FY 2007-09 biennium. The final state, legislative approved budget reduced the level of funding for Multnomah County programs in a number of areas that had been proposed by the Governor.

The following programs are proposed for backfill:

Oregon Project Independence/Aging Services	\$ 300,945
Juvenile Services/Dep't of Community Justice	548,196
Adult Services/Dep't of Community Justice	1,755,453
Corrections/Sheriff's Office	<u>973,453</u>
<b>Total</b>	<b>\$3,578,047</b>

The Board held a work session on July 31<sup>st</sup> to hear presentations from the departments listed above. The presentations focused on the potential service impacts that would occur as a result of the state revenue shortfalls. Following the work session the Budget Office was directed to prepare a budget modification to use the General Fund contingency to backfill the programs listed above.

Funding to support this request has been earmarked in the General Fund contingency. When the budget was adopted the Board appropriated \$4,746,765 to be used for BIT Stabilization and Legislative Backfill. If this contingency request is granted there will be approximately \$1.2 million remaining in that set aside.

**General Fund Contingency Policy Compliance**

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund contingency.



*Contingency Memo*  
*Bud Mod Countywide-01*  
*August 7, 2007*

In particular the criteria state,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds.

**Approximately \$2.7 million of the requested contingency transfer is associated with a reduction in the level of SB1145 funds that the County will receive in FY 2008. The state budget provides for an increase in the level of SB1145 funding in FY 2009 due to implementation of the "full cost" study. In that regard, that much of the backfill can be considered a one-time-only transfer.**

- Criteria 2 Addresses emergencies and unanticipated expenditures necessary to keep a public commitment or fulfill a legislative or contractual mandate.

- Criteria 3 addresses items identified in Board Budget Notes.

**The Board approved a budget note related to the state budget in the FY 2008 budget.**

**In part, that note reads, "... the County Board will meet to consider the differences between the state adopted budget and the assumptions built into the County budget. To reconcile the differences, the Board will consider options of reducing the County budget in the areas of the state reductions and/or bridging the state reductions with one-time-only county General Fund."**

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

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Please complete this form and return to the Board Clerk

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

SUBJECT: R1 - Adoption MEETING DATE: 8/9/07

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Michael Eagen Michael Eagen

ADDRESS: Representing Elders in Action

CITY/STATE/ZIP: See Rojo de Steffy for details

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

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.



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

# DRAFT

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 07/31/07

### BUDGET MODIFICATION: Countywide - 01

**Agenda Title:** Budget Modification Countywide-01 Appropriating General Fund Contingency to Reconcile State Funding Shortfalls for Fiscal Year 2008

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

Requested Meeting Date: August 9, 2008 Amount of Time Needed: 10 minutes  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Karyne Dargan, Mark Campbell  
Phone: 503.988.3312 Ext. 24213 I/O Address: 503/531  
Presenter(s): Karyne Dargan, Mark Campbell, Bill Farver

### General Information

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

We are requesting that the Board of County Commissioners take action to reconcile the County's FY 2008 Adopted budget with the final allocation from the State of Oregon.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Because the legislative session runs past the time when the County adopts its budget, departments assumed state funding at the level provided in the Governor's proposed budget. In making that assumption, Departments removed general fund dollars that had been supporting state funded services to the extent the Governor's proposed budget increased funding above ongoing cost increases. This removal of general fund support was one strategy we used in trying to narrow the ongoing County shortfall.

In three areas, that assumption proved to be overly optimistic, totaling \$3.7 million. This budget action will reconcile the FY 2008 Adopted budget with the state's final allocations. The Board of

County Commissioners has three choices:

- a. cut staff and services
- b. backfill with one time only County general funds
- c. reduce other services on an ongoing basis to allow continuation of these services

If the Board chooses to back fill the services, one-time-only funds are available in the BIT/Legislative Stabilization fund. It would reduce the fund from \$4.74 million to \$1.16 million. This decision could place increased pressure on the decisions we will need to make in the next budget cycle and leave very little contingency funding for the remained for FY 2008.

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

Depending on the choice made by the Board, this action has the potential to decrease the General Fund contingency by \$3.58 million.

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

n/a

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

A work session was held on July 31, 2007 to discuss the Board's options.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

State revenue is being decreased by \$3,581,772 and the general fund contingency is also being reduced by a like amount.

- **What budgets are increased/decreased?**

The State funding for the following departments will be reduced while their General Fund will increase by a like amount:

- Department of County Human Services - \$300,945
- Department of Community Justice
  - Juvenile Services - \$533,812
  - Adult Services (SB1145) - \$1,896,593
- Sheriff's Office (SB 1145) - \$994,708

- **What do the changes accomplish?**

The above noted changes will shift services from the State Funding to the General Fund.

- **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?**

County indirect will be reduced.

- **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 SB 1145 funding is one-time-only in nature to cover the 1<sup>st</sup> year shortfall for the biennium; this specific request is one-time-only in nature.

Funding requests for Department of Community Justice Juvenile Division and the Department of County Human Services requests are ongoing and will impact general fund expenditures in FY 2009.

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

n/a

- **If a grant, when the grant expires, what are funding plans?**

n/a

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### Contingency Request

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If the request is a Contingency Request, please answer all of the following in detail:

- **Why was the expenditure not included in the annual budget process?**

Due to the timing of the State budget, the County has to make assumptions about state funding in the adopted budget. At the time of adoption for the FY 2008 budget, the Board of County Commissioners set aside \$4.74 million to guard against reductions in State funding and to provide

flexibility to the Board to preserve services.

- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**

Departments and the Board of County Commissioners have attempted to increase funding from the State for core services. In year two of the biennium, the State will be implementing the Actual Cost Study which will cover the one-time-only expenses for SB 1145.

- **Why are no other department/agency fund sources available?**

In assuming the Governor's Proposed budget, departments were instructed to back out General Fund.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

SB 1145 is a one-time-only request and will not impact future General Fund decisions. Funding requests for Department of Community Justice Juvenile Division and the Department of County Human Services requests are ongoing and will need to be decided in the FY 2009 General Fund appropriation.

- **Has this request been made before? When? What was the outcome?**

No

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: Countywide - 01**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*TED WHEELER*

**Date:** 07/31/07

**Budget Analyst:**

*J. Mark Campbell*

**Date:** 07/31/07



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-2  
Est. Start Time: 9:40 AM  
Date Submitted: 07/26/07

**Agenda Title:** Approval of Multnomah County and Deputy Sheriff's Association Agreement  
(Wage Reopeners for 2005-06, 2006-07 and 2007-08)

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

**Requested Meeting Date:** August 9, 2007  
**Amount of Time Needed:** 10 to 15 minutes  
**Department:** Dept. of County Management  
**Division:** Central HR/Labor Relations  
**Contact(s):** Blaise M. Lamphier, Labor Relations Manager  
**Phone:** 503 988-5135 **Ext.** 22168 **I/O Address:** 503/4  
**Presenter(s):** Carol Brown, Timothy Moore, Jennifer Ott, Mark Campbell, Todd Shanks

### General Information

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

Approval of a three-year agreement on wages between the County and the Deputy Sheriff's Association (DSA), covering the classifications of Deputy Sheriffs, Sergeant, Civil Deputy and Civil Deputy Senior.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The current 2004-2010 collective bargaining agreement (CBA) between the County and DSA includes reopeners on wages for 2005-2006 and 2006-2007. Failure of negotiations between the parties on these wage reopeners led to the issuance of Last Best Offers (LBOs) by both the County and DSA and the scheduling of interest arbitration for July 19-20, 2007. On July 10, 2007, DSA sought to amend its LBO. The County and DSA met on July 11, 2007 in an attempt to address the issues. Following a lengthy session, the parties came to agreement on the wage reopeners of 2005-2006 and 2006-2007, in addition to addressing the wage reopener for 2007-2008. Given the elimination of the Employee Benefits Board, the parties also agreed to maintain the status quo of 2006-2007 concerning benefits and cost sharing formulas for the 2007-2008 fiscal year and will commence bargaining the 2008-2009 wage reopener no later than January 2008. The three-year



agreement, which was ratified by the membership of DSA on July 19, 2007, is now subject to ratification by Board of County Commissioners.

The highlights of this agreement are as follows:

**Wage Adjustments:**

Effective July 1, 2005:

Deputy Sheriff: 3.0 %; Sergeant: 6.52%; Civil Deputy: 15% less than Deputy Sheriff;  
Civil Deputy Senior: 20% less than Sergeant.

Effective January 1, 2006: 2.25%

Effective July 1, 2006: 3.60%

Effective January 1, 2007: 2.25%

Effective January 1, 2008: 2.70%

There is no wage adjustment for July 1, 2007. The COLA of 2.7% is deferred until January 1, 2008. The remaining reopeners in the existing CBA are for 2008-2009 and 2009-2010.

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

Based on the tentative agreement, the pay range of DSA (a strike prohibited group) has been adjusted for FY 2006 through FY 2008. The total estimated cost of the contract settlement will range between \$1.35 million and \$1.47 million. The estimate includes base pay, fringe and insurance costs. The estimate was based on adopted positions for each year. The table below details those positions.

**Table 1: Summary of Adopted FTE by Year**

	<b>FY 2006</b>	<b>FY 2007</b>	<b>FY 2008</b>
Deputy Sheriffs	77.50	68.25	74.30
Sergeants	14.00	12.00	11.00
Civil Deputy	8.00	8.00	9.00
Civil Deputy Sr.	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
<b>Total</b>	<b>101.5</b>	<b>90.25</b>	<b>96.3</b>

At the time of adoption for the FY 2008 budget \$900,000 was included in the General Fund and \$170,000 was budgeted in other funds to offset the costs of the increased contract.

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

n/a

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

n/a

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

TED WHEELER

Date: 07/26/07

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2004 - 2010  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
And  
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Deputy Sheriff's Association, hereinafter referred to as "MCDSA."

The parties agree for fiscal years 2005 – 2006, 2006 – 2007 and 2007 – 2008 to modify Addendum A – Wages as follows:

Wages effective July 1, 2005 (retroactively), base wages for the following classifications will be increased as follows:

Deputy Sheriffs:	3.00%
Sergeants:	6.52%

The new wage scale for Civil Deputy will be increased to 15% less than the new wage scale for Deputy Sheriff. The new wage scale for Civil Deputy Senior will be increased to 20% less than the new wage scale for Sergeant, see attached Addendum A-1.

Wages effective January 1, 2006 (retroactively), wages for all bargaining unit members will be increased by an additional 2.25%; see attached Addendum A-1.

Wages effective July 1, 2006 (retroactively), wages for all bargaining unit members will be increased by an additional 3.60%; see attached Addendum A-1.

Wages effective January 1, 2007 (retroactively), wages for all bargaining unit members will be increased by an additional 2.25%; see attached Addendum A-1.

Effective January 1, 2008, base wages for all bargaining unit members will be increased by an additional 2.70%; see attached Addendum A-1.

Current reopener provisions shall govern wages after June 30, 2008.

The parties agree that employees must be on the payroll as of the date of the Board's ratification (August 9, 2007) to be eligible for retroactive wage payments indicated above.

The parties agree that, given the abolition of the Employee Benefits Board, the County will maintain the status quo of the 2006 – 2007 fiscal year concerning benefits and cost sharing formulas for the 2007 – 2008 fiscal year. [This means that the benefit plan designs remain the same, the cost shares are and will remain as stated for July 1, 2007, and open enrollment will occur as soon as possible, with a goal of October, 2007.]

The parties further agree that the Reopener for 2008-2009 of Addendum A – Wages is modified as follows:

Parties agree to reopen Article 11 Health and Welfare, Article 16 Compensation, Addendum A-1 and two other articles each of their choice (but not Article 4) no later than January, 2008. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 9<sup>TH</sup>  
day of August, 2007.

Multnomah County Corrections  
Deputy Association:

By Todd Shanks  
Todd Shanks, President

By Mark Herron  
Mark Herron, Vice President

By Jay Penner  
Jay Penner, Treasurer

Multnomah County, Oregon  
Board of Commissioners:

By Ted Wheeler  
Ted Wheeler, Chair

By Maria Rojo de Steffey  
Maria Rojo de Steffey, District 1

By Jeff Cogen  
Jeff Cogen, District 2

By Lisa Naito  
Lisa Naito, District 3

By Lonnie Roberts  
Lonnie Roberts, District 4

Bernie Giusto Sheriff  
For Multnomah County, Oregon:

By Bernie Giusto  
Bernie Giusto, Sheriff

Negotiated By:

By Blaise Lamphier  
Blaise Lamphier, HR Manager

Reviewed:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

By Kathy Short  
Kathy Short  
Assistant County Attorney

## ADDENDUM A-1

### Base Hourly Rates Effective July 1, 2005

Deputy Sheriff	\$21.00	\$22.46	\$23.45	\$24.26	\$25.30	\$26.30
Sergeant	\$26.63	\$27.76	\$28.87	\$29.94	\$31.11	\$32.58
Civil Deputy	\$17.85	\$19.09	\$19.93	\$20.62	\$21.51	\$22.36
Civil Deputy Sr.	\$21.30	\$22.21	\$23.10	\$23.95	\$24.89	\$26.06

### Base Hourly Rates Effective January 1, 2006

Deputy Sheriff	\$21.47	\$22.97	\$23.98	\$24.81	\$25.87	\$26.89
Sergeant	\$27.23	\$28.38	\$29.52	\$30.61	\$31.81	\$33.31
Civil Deputy	\$18.25	\$19.52	\$20.38	\$21.08	\$21.99	\$22.86
Civil Deputy Sr.	\$21.78	\$22.71	\$23.62	\$24.49	\$25.45	\$26.65

### Base Hourly Rates Effective July 1, 2006

Deputy Sheriff	\$22.24	\$23.80	\$24.84	\$25.70	\$26.80	\$27.86
Sergeant	\$28.21	\$29.40	\$30.58	\$31.71	\$32.96	\$34.51
Civil Deputy	\$18.91	\$20.22	\$21.11	\$21.84	\$22.78	\$23.68
Civil Deputy Sr.	\$22.56	\$23.53	\$24.47	\$25.37	\$26.37	\$27.61

### Base Hourly Rates Effective January 1, 2007

Deputy Sheriff	\$22.74	\$24.34	\$25.40	\$26.28	\$27.40	\$28.49
Sergeant	\$28.84	\$30.06	\$31.27	\$32.42	\$33.70	\$35.29
Civil Deputy	\$19.34	\$20.67	\$21.58	\$22.33	\$23.29	\$24.21
Civil Deputy Sr.	\$23.07	\$24.06	\$25.02	\$25.94	\$26.96	\$28.23

### Base Hourly Rates Effective January 1, 2008

Deputy Sheriff	\$23.35	\$25.00	\$26.09	\$26.99	\$28.14	\$29.26
Sergeant	\$29.62	\$30.87	\$32.11	\$33.30	\$34.61	\$36.24
Civil Deputy	\$19.86	\$21.23	\$22.16	\$22.93	\$23.92	\$24.86
Civil Deputy Sr.	\$23.69	\$24.71	\$25.70	\$26.64	\$27.69	\$28.99

#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: 8/9/07

SUBJECT: ~~SA~~ Contract Between M/C AND  
Deputy Sheriff's Assoc.

AGENDA NUMBER OR TOPIC: R2

FOR: \_\_\_\_\_ AGAINST: ☒ THE ABOVE AGENDA ITEM

NAME: DAVID HADLEY

ADDRESS: 14752 SE ROYAL

CITY/STATE/ZIP: DANIELSON

PHONE: DAYS: 503-658-6195 EVES: 971-255-7049

EMAIL: HADLEY56@MSN.COM. FAX: 503-658-1712

SPECIFIC ISSUE: NEED PAY FOR DEPUTIES NOT  
EMPLOYED AT TIME OF CONTRACT SIGNING BY BOARD.

WRITTEN TESTIMONY: TO BE PROVIDED

## 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.

**Good Morning Commissioners,**

**My name is David Hadley. I am a former employee of the Multnomah County Sheriff's Office, having retired as a Sergeant with twenty-four years service to Multnomah County on September 30, 2006. I am here this morning to provide testimony in regard to your upcoming vote on the proposed labor agreement between Multnomah County and the Multnomah County Deputy Sheriff's Association. I am asking that before you affix your signature to this agreement, that you correct a serious inequity.**

**The labor agreement between these two entities covers a six year period between 2004 and 2010. Addendum A of that agreement lists re-openers in the intervening years beginning with the 2005-2006 wages for the July 1, 2005 rates and again in 2006-2007 wages for July 1, 2006 rates.**

**As you are no doubt aware, this agreement carries a "No Strike and No Lockout" clause in Article 6, which in brief says "No employee covered by this Agreement shall engage in any**



**work stoppage, slowdown, or strike at any County Facility or at any location where County services are performed during the life and duration of this Agreement.”**

**Article 22 of this agreement states, “The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.”**

**As stated in the Recognition clause in Article 2, “All members covered by this contract are considered strike-prohibited per ORS 243.736. If after bargaining, the parties do not reach agreement, the Association may exercise its right to submit the matter(s) to binding arbitration per ORS 243.736 for sworn employees.”**

**This agreement on which you’ve been asked to vote and approve provides only for the payment of increases in salary for wages earned from July 1, 2005 to the present for all members of the Deputy Sheriff’s Association employed by Multnomah County on the effective date of this proposed contract as approved by the Multnomah County commission.**

**You are agreeing to two individual exceptions for medically retired personnel, with which I absolutely no disagreement.**

**You are agreeing in effect, that the approximately seven members who left the Sheriff's Office after July 1, 2005 for any reason, with the above two exceptions, including regular retirement are not entitled to the increases in earned wages allowed in this agreement.**

**I believe the following facts are relevant in my situation:**

- 1) On July 1, 2005 I was a sworn member of the Multnomah County Sheriff's Office with the rank of Sergeant.**
- 2) I served in that capacity until my retirement on September 30, 2006.**
- 3) On July 1, 2005, I was a member in good standing of the Multnomah County Deputy Sheriff's Association. Association Dues was being subtracted regularly from my earned compensation.**

**4) As such, I was covered by the Labor Agreement between Multnomah County and the Multnomah Deputy Sheriff's Association from July 1, 2005 until my retirement on September 30, 2006.**

**I do not believe that in all fairness, not to mention legal obligation set forth in the labor agreement that Multnomah County can pick and choose from the membership of the bargaining unit whom it will compensate under the agreement and whom it will not. To do so, I believe, would be a violation of the bargaining agreement and our right to collective bargaining under Oregon Law. I believe that wages are one of the subjects of collective bargaining and any agreement by the parties to deny future benefits must be determined in the bargaining process and set forth in writing in the contract between Multnomah County and the Deputy Sheriff's Association. No such agreement exists in the labor agreement between the County and DSA in the 2004-2010 contract.**

**You and I had a legally binding contract by which we both  
agreed to abide.**

**Ladies and Gentlemen, I kept my part of the agreement, now  
I'm asking you to keep yours.**

**Thank you**



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 8-9-07  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-3  
Est. Start Time: 9:50 AM  
Date Submitted: 07/20/07

## BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 08-01

**Agenda Title:** Reallocation of Facilities Capital Project Funds FPM 08-01, Multnomah County  
Asset Preservation Fund – Capital Repair and Maintenance

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

Requested Meeting Date:	<u>August 9, 2007</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>FPM</u>
Contact(s):	<u>John Lindenthal</u>		
Phone:	<u>503-988-4213</u>	Ext. <u>84213</u>	I/O Address: <u>274/1</u>
Presenter(s):	<u>John Lindenthal</u>		

## General Information

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

Requested action is to approve a transfer from CP10.08.10 Unallocated Reserves to CP10.08.04 Capital Repair and Maintenance.

### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This action corrects an administrative oversight where the Asset Preservation – Capital Repair and Maintenance mini-fund was not created during the FY08 budget process and therefore has no expenditure authority.

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.

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

Fiscal year FY08; Current year transferring \$150,000 from CP10.08:10 Unallocated Reserves to CP10.08.04 Capital Repair and Maintenance. This will reduce the available resources in future years for the Asset Preservation fund (2509).

On-going fiscal impact. The Capital Repair and Maintenance existed in previous years in the 5-year Capital Improvement Program (CIP) Plan and will be re-established in the 5-year CIP Plan.

**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?**  
Correct administrative oversight by establishing Asset Preservation - Capital Repair and Maintenance mini-fund.
- **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

**BUDGET MODIFICATION: PROJECT REALLOCATION: FPM 08-01**

### Required Signatures

**Facilities and  
Property  
Management  
Director:**



**Date:** 07/18/07

**Chief Financial  
Officer:**



**Date:** 07/20/07

**Budget Director:**



**Date:** 07/20/07



**Project Reallocation Formal Board Approval: FPM 08-01**

## EXPENDITURES & REVENUES

FPM 08-01

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	Formal FPM	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	72-50	2509	FPM08-01		CP10.08.10	60530	679,658	529,658	(150,000)		Asset Preservation-Unallocated Reserves
2	72-50	2509	FPM08-01		CP10.08.04	60530	0	150,000	150,000		Capital Repair and Maintenance
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									0	0	GRAND TOTAL



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-4  
Est. Start Time: 9:55 AM  
Date Submitted: 07/25/07

**RESOLUTION Declaring a Portion of the Leased Property Located at Biddle Butte Radio Station, Skamania County, Washington to be Surplus and**  
**Agenda Approving a License Agreement with Clark Regional Emergency Services**  
**Title: Agency**

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

**Requested Meeting Date:** August 9, 2007 **Amount of Time Needed:** 5 Minutes  
**Department:** County Management **Division:** Facilities and Property Management  
**Contact(s):** Carla Bangert  
**Phone:** (503) 988-4128 **Ext:** 84128 **I/O Address:** FPM / 274  
**Presenter(s):** Carla Bangert, Facilities & Property Management

### General Information

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

Adopt a resolution declaring a portion of the leased property located at Biddle Butte Radio Station, Skamania County, Washington to be surplus and approving a license agreement with Clark County Regional Emergency Services Agency (CRESA).

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Multnomah County leases a portion of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station in Skamania County, Washington for emergency communication purposes. The County lease with BPA became effective July 1, 1993 and has been renewed for the current five (5) year term through June 30, 2010. this Biddle Butte lease is identified in the County's Facilities and Property Management Division records as number L-101. The County is not currently using all of the Biddle Butte leased space and does not anticipate the need for additional County use for at least three years. CRESA desires to use space within the County leased space for the operation of communications equipment and emergency radio broadcasting for a three (3) year term. This will

allow CRESA to provide better public safety response to the community.

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

Annual rent will be \$1,265 with the FY08 tenant revenue expected to be approximately \$1,054 due to the prorated year. This is one-half the annual rent the County is charged which will continue through the present lease term of 6/30/2010 for the facility.

**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 Signature**

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**Elected Official or  
Department/  
Agency Director:**



**Date:** 07/25/07

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring a Portion of the Leased Property Located at Biddle Butte Radio Station, Skamania County, Washington to be Surplus and Approving a License Agreement with Clark Regional Emergency Services Agency

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

- a. Multnomah County leases a portion of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station in Skamania County, Washington for emergency communication purposes. The County lease with BPA became effective July 1, 1993 and has been renewed for the current five (5) year term through June 30, 2010. This Biddle Butte lease is identified in the County's Facilities and Property Management Division records as number L-101.
- b. The County is not currently using all of the Biddle Butte leased space and does not anticipate the need for additional County use for at least three years.
- c. Clark Regional Emergency Services Agency (CRESA) desires to use space within the County leased space for the operation of communications equipment and emergency radio broadcasting for a three year term. This will allow CRESA to provide better public safety response to the community.
- d. Attached identified as Exhibit A, is a copy of the proposed license agreement that the County's Facilities and Property Management Division has negotiated with CRESA for a portion of the Biddle Butte property.
- e. It is in the best interests of the County to execute the license agreement on the terms and conditions set forth therein.

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

1. The portion of the Biddle Butte property more particularly described in the proposed license agreement (Exhibit A) is declared to be surplus.
2. The license agreement with CRESA as described herein is approved. The County Chair is authorized to execute the license agreement substantially in the form of the attached Exhibit A.

3. The County Chair is authorized to execute renewals of the license agreement and execute amendments to the license agreement without further Board action.

ADOPTED this 9th day of August 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Multnomah County, Oregon ("Licensor") and Clark Regional Emergency Services Agency (CRESA), a regional governmental agency ("Licensee").

## I. RECITALS

- a. Pursuant to Federal Lease No. DE-RL79-93BP75911, (the "Master Lease") between Licensor and the UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator: (hereinafter "Lessor") Licensor is the "Lessee" of certain premises known as the Biddle Butte Microwave Radio Station ("Biddle Butte Station") located in Sw1/4SW1/4 of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington.
- b. Under the master Lease, Licensor has the right to install, operate, maintain and remove radio equipment in/on Lessor's Biddle Butte Station.
- c. Lessor by letter amendment to the master Lease dated January 26, 2007 has authorized Licensor to execute this License Agreement with Licensee to allow for Licensee's Clark Regional Emergency Services Agency (CRESA) to co-locate at Biddle Butte Station for the purpose of CRESA's emergency radio communications.
- d. Pursuant to Master Lease Paragraph 13, as amended, Licensor hereby gives permission revocable and terminable as hereinafter provided, to Licensee for the use of Biddle Butte Station for the co-location of CRESA's equipment at the site for emergency radio broadcasting.
- e. By this reference the Master Lease, attached and identified as Exhibit "B" is hereby incorporated into this License Agreement as if set forth in its entirety.

## II. LEASE TERMS AND CONDITIONS

1. Recitals are Contractual

The above listed Recitals are contractual and hereby incorporated by this reference.

2. Use of Licensed Premises

Licensee shall be permitted to use the Licensed Premises for the operation of communications equipment and emergency radio broadcasting. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of Licensor.

3. Term of Agreement

The initial term of this License shall run from August 1, 2007 through June 30, 2010. Any subsequent term(s) shall be five (5) years in length in conjunction with Licensor's exercise of their renewal terms and acceptance of Licensee's written option exercise which shall be given no less than one hundred and twenty (120) days prior to the expiration date. Licensor or Licensee may terminate this Agreement by giving sixty (60) days written notice to the other party of its termination.

Licensee is required to remove all antennae and feed line upon termination of this Agreement.

4. Access

Licensee shall have access to the Licensed Premises at all times for the uses authorized herein. If required, Licensee, at its sole expense, shall obtain additional rights from other landowners for use of access roads.

5. Maintenance

The costs of any maintenance and operations of the Improvements shall be at the sole expense of Licensee.

6. License Payments

For and in consideration of this License Agreement, Licensee shall pay to Licensor the sum of \$1,265.00 annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of eighteen percent (18%) per annum from the anniversary date, until payment is received. A \$25.00 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Multnomah County and shall be mailed to Licensor at 401 N. Dixon Street, Portland, OR 97227. Checks shall be marked "Biddle Butte Sublicense".

Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Licensee will be notified at least thirty (30) days in advance of any revised annual rates.

7. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor from any claim, loss, or liability arising out of or related to any negligent activity of Licensee or the Premises or any condition of the Premises in the possession or under the control of Licensee. Licensor shall have no liability to Licensee for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Licensor's negligence or breach of duty under this License Agreement.

8. Liability Insurance

During the term of this License Agreement, Licensee shall carry the following insurance at Licensee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability; personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Licensor on account of the obligations assumed by Licensee under paragraph 6, and shall name Licensor as an additional insured. If Licensee is self-insured for liability or is a governmental agency that participates in a government risk pool, in lieu of providing the insurance required above, Licensee shall provide a letter to Licensor stating that fact.

9. Insurance Documentation; Self-Insurance

Certificates evidencing such insurance and bearing endorsement requiring 30 days' written notice to Licensor prior to any change or cancellation shall be furnished to Licensor prior to Licensee's occupancy of the Premises. If Licensee is self-insured for liability, in lieu of providing the insurance requirement by Paragraph 8, Licensee shall provide a letter to Licensor stating that fact.

*Handwritten initials: JH, MD*

10. Interference

In the event the Licensor determines that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Licensed Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

11. Permit

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

12. Compliance

Should Licensee fail or neglect to comply with any terms or conditions of this License Agreement or to comply with any reasonable requirement of Licensor after thirty (30) days written notice and demand from Licensor, this License Agreement shall be subject to termination by Licensor. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

13. Notices

Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor: Multnomah County  
Facilities & Property Management  
Attn: Asset Management  
401 N. Dixon Street  
Portland, OR 97227-1865  
Phone: (503) 988-3322  
FAX: (503) 988-5082

If to Licensee: Keith Flewelling, Technical Services Manager  
Clark Regional Emergency Services Agency  
710 W. 13<sup>th</sup> Street  
Vancouver, WA 98660  
Phone: (360) 737-1911 X3946  
FAX: (360) 694-1954

14. Assignment

No party of the Licensed Premises may be assigned or subleased, nor may a right of use of any portion of the Licensed Premises be conferred on any third party by any other means, without the prior written consent of Licensor.

15. Master Lease

- a. Licensee agrees to be subject to and comply with all covenants and conditions of the Master Lease, imposed on Licensor as the "Lessee" under the Master Lease, except as provided under this License Agreement at Paragraph 6, relating to the annual fee; and to refrain from any activity that would be construed as a breach or default under the Master Lease.
- b. Licensor represents and warrants that Exhibit "B" contains a true, correct, and complete copy of the Master Lease in effect at the time of the execution of this License Agreement. Licensee represents and warrants that it has read and is familiar with the terms of the Master Lease.
- c. Licensor has attached as Exhibit "C", a true, correct, and complete copy of the Licensor's Access and Beam Path Easement, ("Licensor's Easement") recorded in the property records of Skamania County, Washington. Licensor as the "grantee" under the



Licensor's Easement, has obtained certain access and other rights from abutting property owners with respect to and for Licensor's use of the Biddle Butte facility. Licensee represents and warrants that is has read and is familiar with the terms and conditions of Licensor's Easement and will refrain from any activity that would be construed as a breach or default under said Easement.

- d. Licensee warrants and represents to Licensor that Licensee will not need or use Licensor's Easement; and that Licensee will not need to obtain any similar type of instrument, grant, conveyance or agreement from abutting property owners of the Biddle Butte facility in order to conduct Licensee's activities under this License at said facility.

Licensor and Licensee have executed this Agreement as of the date first above written.

**LICENSOR**  
MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Ted Wheeler, Chair

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

Reviewed:

By: \_\_\_\_\_  
Matthew O. Ryan  
Assistant County Attorney

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

**LICENSEE**  
CLARK REGIONAL EMERGENCY  
SERVICES AGENCY, a regional governmental  
agency

By: \_\_\_\_\_  
Name: THOMAS R. GRIFFITH  
Title: DIRECTOR  
Date: 20 JUL 2007

Reviewed:

By: \_\_\_\_\_  
E. Bronson Potter  
Prosecuting Attorney, Civil Division

Date: 6/14/07

**APPROVED:** Department of Energy  
Bonneville Power Administration

By: \_\_\_\_\_  
Name: M. Charles DeKlyen  
Title: Realty Specialist

Date: July 16, 2007

Biddle Butte  
8'X26' BUILDING 208  
10'X40'X.6' CYCLONE FENCE

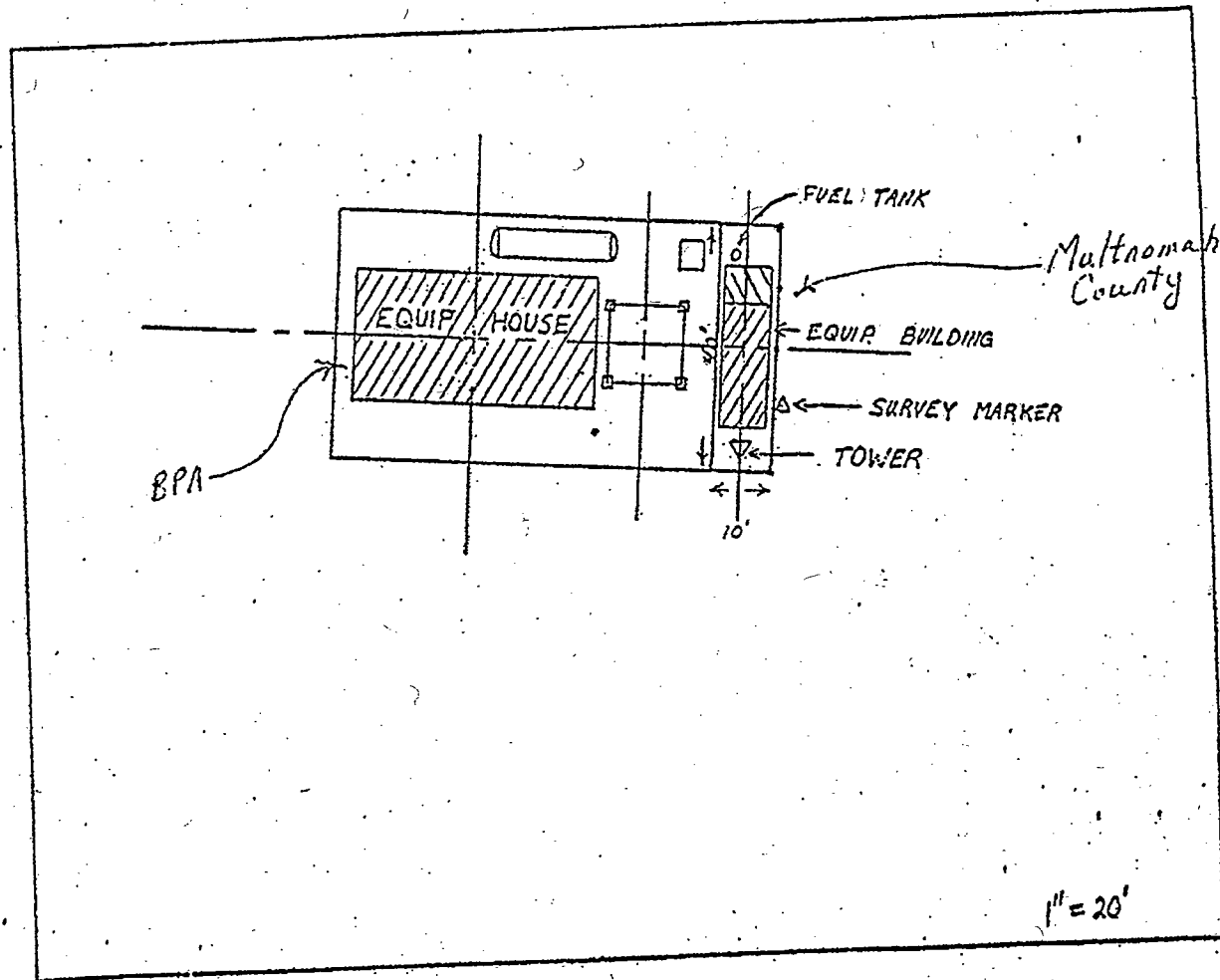


EXHIBIT A"



Department of Energy  
Bonneville Power Administration  
P.O. Box 61409  
Vancouver, Washington 98666-1409

RECEIVED IN ADMIN  
MAY 19 2005

May 12, 2005

Case No. 930996  
Tract No. Biddle Butte Microwave Radio Station Site  
Lease No. DE-RL79-93BP75911

Debra Crawford, Property Management Specialist Senior  
Multnomah County Facilities & Property Management  
Atten: Asset Management-Leases  
401 N. Dixon Street  
Portland, OR 97227-1865

Dear Debra,

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site shall expire June 30, 2005. Your letter dated March 25, 2005 notified BPA that the lease would now be administered by Multnomah County's Facilities & Property Management Department, Asset Management Section (Multnomah County) and proposes to extend and amend said lease. BPA hereby agrees to extend and amend the lease.

Accordingly, paragraphs 1 and 2(a)(b) of referenced lease are hereby modified as follows:

1. Term of Lease:

The term of this lease shall be from July 1, 2005, through June 30, 2010, subsequent terms shall be 5-years in length and be renewed at the option of Multnomah County and exercised by written notification provided to BPA 90 days prior to the expiration date, and with the consent of BPA, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of \$2,530 and 00/100ths Dollars (\$2,530) annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of 18.25 percent per annum from the anniversary date, until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

EXHIBIT  
"B"

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75923, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

b. Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of any proposed revised annual rates.

All other terms and conditions of your present lease, as amended, will remain the same.

If this renewal is satisfactory to you, please sign and return the original of this letter. The extra copy is for your records.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

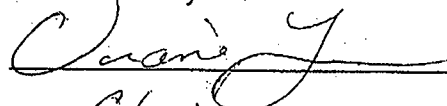
Sincerely,

  
Mike DeKlyen  
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2005, through June 30, 2010, is hereby accepted.

Multnomah County

By: 

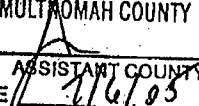
Title: Chair

Date: 7/11/05

bcc:

Official File - TR (Case No. 930996)

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY   
DATE 7/16/05  
ASSISTANT COUNTY ATTORNEY

MJDeKlyen:mjd:x6414:03/31/05 (TSRW:CASEFILE\930CASE#\930996\_14.DOC)



Department of Energy  
Bonneville Power Administration  
P.O. Box 61409  
Vancouver, Washington 98666-1409

L-101  
RECEIVED IN ADMIN  
DEC 02 2003  
**COPY**

June 17, 2002

Case No. 930996

Tract No. Biddle Butte Microwave Radio  
Station Site

Lease No. DE-RL79-93BP75911

~~Mr. Frank Ray~~

Contract Administrator  
Multnomah County Sheriff's Office  
501 S.E. Hawthorne Blvd. Suite 350  
Portland, OR 97214

~~Dear Ray:~~

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site expired June 8, 1999. Correspondence from our office dated February 23, 2001 acknowledging receipt of a letter from the Multnomah County Sheriff's Office requesting renewal of the lease; some time in the interim the individual that ran the Joint Use program here at BPA, moved on to another agency, and the thread which should have continued between our two organizations was broken, and no offer extending the lease was forthcoming from BPA to the Sheriff's Office. Now, this oversight had come to the attention of the Realty Group here at BPA, and we would like to correct the situation and offer this agreement to amend and renew the lease agreement for a 5-year term beginning as of the date that the lease expired, July 1, 2000 through June 30, 2005.

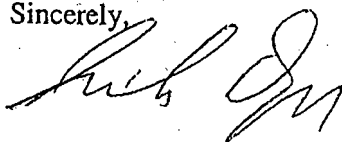
If this renewal is satisfactory to you, please sign and return the original of this letter, as soon as possible, in the enclosed business-reply envelope. The extra copy is for your records.

Also enclosed is a revised Exhibit "B" which should be attached to your lease, replacing the outdated exhibit.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

<sup>2</sup>  
**COPY**

Sincerely,





Mike DeKlyen  
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2000, through June 30, 2005, is hereby accepted.

Multnomah County Sheriff's Office \_\_\_\_\_

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

Title:  \_\_\_\_\_

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

bcc:

Official File - TSR (Case No. 930996)

MJDeKlyen:mjd:x6414:06/17/02 (TSR\W:\CASEFILE\930CASE#\930996\_13.DOC)

**COPY**

GUIDELINES FOR  
BPA RADIO STATION  
JOINT USE AGREEMENTS

August 1, 1995  
(Revised 3/7/02)

**APPENDIX B**  
**ENGINEERING AND INSTALLATION STANDARDS**  
**for BPA RADIO STATION JOINT USE**

**Applicability:**

These Installation Standards apply to new leases and any equipment installed after March 1, 1995, and to existing equipment if interference occurs to/from that equipment.

**Isolators & Filters:**

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. The isolator must be temperature compensated and have a dummy load capable of handling 1/2 the power of the transmitter on the antenna side. Additional filtering required according to frequency and interconnect devices are listed below:

- a. Transmitters in the 25 to 54 MHz range shall have isolation of at least 20 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 30 dB of attenuation 1.0 MHz removed from the operating frequency.
- b. Transmitters in the 66 to 88 MHz range shall have isolation of at least 25 dB followed by a band pass filter (or cavity) providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- c. Transmitters in the 130 to 225 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 25 dB of attenuation 1.0 MHz removed from the operating frequency.
- d. Transmitters in the 400 to 470 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.
- e. Transmitters in the 806 to 960 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.

A band reject duplexer (cross-notch duplexer) may not be used without a cavity/isolator outlined above.

A bandpass cavity or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver, which can radiate, causing interference.

**COPY**

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

**Coax Cable and Connectors:**

Double shielded, double braided, or solid outer conductor cables shall be used to connect from radio equipment to isolators, cavities, duplexers, and other components. Double shielded or double braided cable must have more than 98.5% shield coverage. Single braid coax cable is prohibited. Jacketed coaxial cable is required, unjacketed transmission line of any type is prohibited.

"N" or "TNC" connectors shall be used rather than other non-constant impedance type connectors. Coax adapters are prohibited.

All antennas and transmission lines, including those not in immediate use, shall be terminated in their characteristic impedance to prevent re-radiation of intercepted signals or noise.

To facilitate troubleshooting, all antennae (on the base or back), coaxial cables or waveguides (where they exit the building) shall be identified with a rustproof tag indicating the licensee's name and the RF frequency.

**Towers:**

Towers, tower materials and tower construction must conform to recognized industry standards as applicable, including but not limited to EIA-222 current revision. Towers shall be fabricated from galvanized steel members and shall be self-supporting (no guy wires).

**Tower Attachments and Metallic Objects:**

Bare metallic ties, exposed metal wrap lock or wire of any kind are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Antenna mounting hardware shall be of galvanized steel. BPA Towers shall not be field-drilled or field-punched for mounting of hardware. All tower attachments shall be securely clamped to tower members only by means of compression-clamping devices designed for that purpose. Transmission lines are to be insulated from metallic structures/objects. Hardware capable of rusting, and dissimilar metals, are prohibited. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

Vinyl clad chain link fence shall be used for new construction and replacement.



**COPY**

Loose wires and loose metal objects are prohibited and shall be removed from the tower and site.

Waveguide entrance boots and entry plates shall be used where waveguide enters the building. The entry means shall be weathertight.

**Electrical Safety, Grounding and Shielding:**

For lightning protection the building should have lightning protectors at the entry plate for each Heliac/coax run. Waveguide/Heliac/coax should be grounded at the antenna and where leaving the tower. Ground connections shall be made to the station ground grid. No cadwelding shall be made to any tower.

Indoor electronic equipment shall be properly connected to the site grounding system and shielded. Grounding shall be done with copper strap or heavy copper braid connected to a station ground grid.

To reduce the chance of interference, all electronic equipment which is expected/required by its manufacturer to be in a closed metallic cabinet, shall be fully enclosed by both front and rear metallic doors. No modifications to the cabinet, and no routing of cable or wiring, shall be allowed which would prevent the doors from being fully closed, once installed.

The following shall apply to indoor power wiring:

- Only assigned electrical outlets shall be used.
- Additions or modifications shall not be made to any electrical distribution system within the building without first securing BPA's written permission.
- Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- Radio equipment shall have internal fusing to protect the supply circuit.
- Cord connections for radio equipment shall have a ground wire and the attachment plugs shall have a U-slot ground to provide a continuous ground from equipment to distribution panel.
- Radio equipment shall have its own surge protection.

Any commercial telephone cabling shall be run along the most direct path available between the Telephone protector/terminal block and the equipment racks/cabinets. All telephone cabling shall be secured to the wall with appropriate support brackets spaced no more than one foot apart. When telephone cabling must be run in areas away from the wall, it shall be run through conduit or shall be secured to the *underside* of the cable trays/ladders and tie-wrapped every 2 feet.

Lease No. DE-RL79-93BP75911  
Tract No. Biddle Butte Microwave  
Radio Station  
Case No. 890087

LEASE

TO

MULTNOMAH COUNTY, OREGON

FOR INSTALLATION AT

BIDDLE BUTTE MICROWAVE RADIO STATION SITE

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Lessor") does hereby, subject to existing rights, if any, of other parties, leases to Multnomah County, Oregon, (hereinafter called the "Lessee") the right to install, operate, maintain, and remove radio equipment in/on Lessor's Biddle Butte Microwave Radio Station Site located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, subject to the following covenants and conditions:

1. Term of Lease: The term of this lease shall be from July 1, 1993, through June 30, 1994, and may be automatically renewed annually at the option of Lessee, for four (4) additional years, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of Three Thousand Three Hundred Twenty Four and 00/100ths Dollars (\$3,324.00) annually beginning July 1, 1993. Payments shall be due by close of business on the effective date of the lease term and each anniversary thereof. Payments not received by the effective date of the lease term or its anniversary will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term or anniversary until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75911, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination:

b. Said fee for use of the site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of revised annual rates.

3. General Provisions For Installation and Use:

a. Installation of Lessee's equipment to be in accordance with the Technical Provisions attached hereto, marked Exhibit "A", and incorporated as a part of this lease.

b. All work performed by Lessee, its contractors, or assignees pursuant to Exhibit "A" shall be done in accordance with applicable Federal, state, and local codes, regulations, and statutes.

c. Except as specified in Exhibit "A", any wiring to Lessor's equipment, modification to said wiring, construction upon Lessor's tower, buildings, and ground, or any deviation from provisions stated in Exhibit "A" shall be performed only with the prior knowledge and written consent of Lessor.

d. Placement of Lessee's facilities shall be performed in a timely and workmanlike manner and subject to the general guidance and direction of Lessor's Power System Control (PSC) Supervisor or his representative. Lessee's facilities shall not be placed so as to electrically or physically interfere with Lessor's use of the site, building, tower, or road.

e. The installation of Lessee's facilities shall be kept neat and shall be maintained so as not to be hazardous to life or property. Debris shall be removed or otherwise disposed of so as to reduce threat of fire and/or degradation of the environment. Damage to Lessor's facilities shall be repaired promptly without cost to Lessor.

4. Lessee Equipment and Facilities: The installation, operation, maintenance, and removal of Lessee's equipment shall be without cost to and under the general supervision of Lessor, and subject also to such rules and regulations as it may from time to time prescribe. Lessee assumes all risk of loss, damage, or injury resulting from the presence of Lessee's facilities upon Lessor's microwave radio station site.

5. Interference During Initial Installation: In the event that radio frequency interference should result from Lessee's installations or connections to Lessor's facility, Lessee shall be responsible for immediately ceasing operation, disconnecting, and eliminating the interference to the satisfaction of Lessor before resuming operation.

6. Interference During Lessee Operations: In case interference results from Lessee's operations on this site, Lessor may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or other actions by Lessee render Lessor's equipment unusable, Lessee, upon notification by Lessor, shall immediately cease such operations or actions. Lessee will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of Lessor.

7. Elimination of Interference: Elimination of interference shall be accomplished first by modification of Lessee's equipment and then, if not corrected, by modification of Lessor's equipment at the expense of Lessee.

8. Incompatibility between Lessor/Lessee Radio Systems: In the event that Lessor determines that an existing incompatibility between Lessor's and Lessee's radio systems cannot be corrected, Lessee shall cease transmitting operations immediately, and this lease shall cease and terminate.

9. Termination/Cancellation:

a. If it is determined that this site is excess to the needs of Lessor, or should Lessor dispose of this site in the future, this lease is subject to cancellation after ninety (90) days' written notice to Lessee.

b. If the space occupied by Lessee is needed by another Federal agency, Lessor may terminate this lease after nine (9) month's written notice to Lessee.

c. If exclusive use of the site is required by Lessor, Lessee shall receive ninety (90) days' written notice within which to cease and terminate transmitting operations and remove Lessee's equipment.

d. Should the rights specified herein no longer be used or needed for Lessee's radio equipment for a one (1)-year period, or any abandonment thereof, this lease shall automatically terminate.

e. Lessee may terminate this lease upon ninety (90) days' written notice prior to the ending date of each annual period.

f. If the annual rental becomes delinquent 30 days after the date payment is due, as specified in item 2a herein, this lease may terminate at the option of the Lessor.

g. IF AT ANY TIME LESSEE SHOULD DEVIATE FROM THIS LEASE IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL BY LESSOR, THIS LEASE SHALL BECOME VOIDABLE AT LESSOR'S OPTION.

Lessor's waiver or consent to a deviation shall not constitute a waiver for future deviations.

10. Removal of Equipment: On or before this lease terminates or is cancelled, as provided for in conditions 8, 9, and 11 herein, Lessee shall remove all of its property from the site and repair any damage resulting therefrom to a condition satisfactory to Lessor, reasonable wear and tear and damage by the elements or circumstances over which Lessee has no control, excepted. Any of Lessee's equipment remaining in/on this site after thirty (30) days following termination/cancellation of this lease shall be disposed of by Lessor in a manner that Lessor deems appropriate. If Lessee is unable to remove its equipment within this time frame, Lessee may request Lessor's approval for additional time by written notice to Lessor.

11. Lessee Authorizations: Lessee shall keep Lessor informed of the actual transmitted and received signal frequencies and power in use at the site, as well as informing Lessor of impending changes in these parameters. All frequencies transmitted by Lessee at this site shall be authorized with current licenses from the Federal Communications Commission, or proper governmental authority. If Lessee's authorization for radio frequency operation at this site expires, is revoked, or otherwise terminated, this lease shall immediately become null and void.

12. System Integrity: Lessee agrees to exercise care and caution to preserve the integrity and security of Lessor's operational systems, equipment, and facilities at the joint-use site covered by this lease. Any breach in station integrity or security will result in the Lessee being denied access to the station.

13. Subleasing: Lessee shall not allow other users to occupy space at this site or otherwise use any of Lessee's equipment.

14. Access:

a. Roads:

(1) Lessee shall be responsible for securing approval of the legal owner of the property involved for use of the access road. Lessee's use of the access road shall not damage or impair the use of the road by Lessor, and prudent nondetrimental use shall be made and access shall be limited to the times and frequency required by normal equipment maintenance schedules.

(2) If the road is damaged by Lessee or its contractors, Lessee shall repair and restore the road to a condition driveable by a 2-wheel drive vehicle.

b. Facilities:

(1) Access to Lessor's buildings, towers, or fenced areas, for any reason, shall be in accordance with Lessor's established rules of entry as outlined in Exhibit "B" and applicable OSHA safety regulations in effect at the time of access.

(2) Access to Lessor's buildings and or tower, for any reason, will be granted to Lessee's employee(s) named in writing who comply with Lessor's PSC Maintenance Procedure entitled "Non-BPA Worker Entrance to Microwave Stations", dated April 1, 1991, and attached hereto as Exhibit "B". Keys will be issued to the above-named individual(s) only and shall remain the property of Lessor.

15. Liability: Lessee assumes all risk of loss, damage, or injury which may result from Lessee's use of this site, except for such loss, damage, or injury for which Lessor may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to Lessor's property caused by or resulting from Lessee's use of this site may be repaired by Lessor and the actual cost of such repair shall be charged to and paid by Lessee.

16. Environmental Responsibilities: Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or Federal laws or regulations applicable to the facility. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee. Violation of such requirements by Lessee shall make this agreement voidable at Lessor's election.

17. Transfer of Rights: This lease is not assignable or transferable without the prior written concurrence of Lessor.

18. Point of Contact:

a. Lessee shall keep Lessor informed in writing the name, address, and phone number of the current individual and alternate serving as the point of contact.

CONTRACT #: 80' )4

ORIGINAL

b. Lessor's and Lessee's point of contact for access, installation, and operations under this lease are as follows:

Lessor

Dale Hing  
Lower Columbia Area PSC  
P.O. Box 3621  
Telephone: (503) 230-4576

Lessee

Undersheriff Charles Fessler  
12240 NE. Glisan Street  
Portland, OR 97230  
Telephone: (503) 255-3600

Execution of this lease supersedes Contract No. DE-RL79-88BP49099 issued July 1, 1988, to Multnomah County, Oregon.

Issued at Portland, Oregon, this 8th day of September 1993

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By Renee M. Ferra  
Chief, Land Management Section

The above lease is hereby accepted and its terms agreed to this 27 day of July 1993

MULTNOMAH COUNTY, OREGON

By Bob Supper by REA

Title: Sheriff

## REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Sandra G. Duff

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 25 DATE 27-28  
Chris H. Fessler  
BOARD CLERK

6

(MMLC-0016:b:89008703)

Lease No. DE-RL79-93BP75911  
Tract No. Biddle Butte Microwave  
Radio Station  
Case No. 890087 930996

## MULTNOMAH COUNTY

ACCESS AND BEAM PATH EASEMENTS  
(BIDDLE BUTTE, WASHINGTON, MICROWAVE SITE)

ERSKINE B. WOOD, owner of an undivided one-half interest in his separate estate, and ALICE BIDDLE BEEBE, HELENE BIDDLE DICK, CHRISTINE BIDDLE MARSHALL, and LYDIA BIDDLE MIDDLETON, each trustee for one-fourth of an undivided one-half interest in the separate estate of Alice T. Biddle, hereinafter called "grantors", for the sum of Twenty Thousand Dollars (\$20,000), do hereby grant, bargain, sell and convey to Multnomah County, Oregon, as follows:

1. Access Easement

An easement, in common with grantors, the public and the United States of America, to use, maintain and improve the existing road extending through the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 8 and the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, from that parcel of land consisting of 0.69 acres conveyed by grantors to the United States of America by warranty deed November 18, 1952, and recorded at page 158, Book 36 of Deed Records of Skamania County, Washington, to its junction at easterly property line with grantors' easement, described in Deed Book "N", page 227, records of said County; thence over said easement from easterly property line to the County Road along the following described route: Beginning at a point 1246.5 feet north and 792 feet east of the corner of Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, thence north 53° 20' east 1244.8 feet, thence north 20° 05' east 334.4 feet, thence north 301.6 feet to a point in center of County Road.

2. Beam Path Easements

The right to enter upon and clear all trees and to keep



EXHIBIT "C"



clear of all trees, timber and man-made structures above the elevation 1452 feet (said elevation being the approximate ground elevation at the center of the United States of America site for grantee's microwave transmission tower, said tower center being N 12° 05' 22" E 842.30 feet from the corner common to Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington) from three beam paths as hereinafter described across a parcel of land in said Sections 8 and 9 and described as follows:

Beginning at a point 330 feet North of said corner common to Sections 8, 9, 16 and 17; thence East 792 feet; thence North 981.2 feet to the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 9; thence West along said North line to the northwest corner thereof; thence West 539.7 feet along the north line of the S $\frac{1}{2}$ S $\frac{1}{2}$  of said Section 8; thence South 981.2 feet; thence East 539.7 feet to the point of beginning; EXCEPT a tract of land containing 0.69 acres conveyed to the United States of America by deed dated November 18, 1952, and recorded at Book 36, page 158, Deed Records, Skamania County, Washington;

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 71° 28' 53" W 1000', more or less, to the west line of the above described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 76° 42' 18" W 1000 feet, more or less, to the west line of the above-described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each

side of a line which begins at said tower center and runs S 80° 41' 36" W 1000 feet, more or less, to the west line of the above-described parcel of land; all as depicted upon that sketch attached hereto as Exhibit "A".

The bearings of the center lines refer to Washington Coordinate System-South Zone.

Multnomah County may, at its election, remove any salvageable material from said tract within six months after notice of non-use for beam path purposes has been given to grantors.

Grantors covenant to and with Multnomah County, and its assigns, that the title to all brush and timber cut and removed from said parcel of land within the said beam path easements is and shall be vested in Multnomah County, and its assigns, and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

Multnomah County covenants that it, and its contractors and assigns, will exercise care in entering upon said tract with regard to the protection of the adjoining land, fences for stock, crops and structures.

Terms and Conditions

1. Termination. Easements granted herein shall terminate either upon thirty (30) days written notice to grantors by Multnomah County or at such time as the United States, by and through Bonneville Power Administration, abandons its communications use upon its 0.69 acre site atop Biddle Butte, as described hereinabove.

2. On or before termination as provided herein, County shall remove all its property from the BPA site and repair any damage resulting therefrom to a condition satisfactory to grantors, reasonable wear and tear and damage by the elements or circumstances over which County may have no control shall be excepted.

3. Installations. Grantors covenant not to assert any claim of right to participate in or control the manner of siting or design of any structure to be erected by Multnomah County upon land to be served by the easements granted herein.

4. Access Easement Improvements. Grantors covenant that Multnomah County shall be permitted to perform such maintenance and repairs upon the access road to such extent as Multnomah County reasonably deems necessary and grantors shall not unreasonably oppose any such improvements.

DATED this 20 day of June, 1977.

Erskine B. Wood  
Erskine B. Wood



SUBSCRIBED AND SWORN TO before me June 20, 1977.

Melinda J. Phelps  
Notary Public for Oregon  
My Commission expires 2-23-79

Alice Biddle Beebe

SUBSCRIBED AND SWORN TO before me 5-26, 1977.

5042

No. \_\_\_\_\_  
TRANSACTION EXCISE TAX

AUG 23 1977 <sup>5</sup>/<sub>100</sub>  
Amount Paid 200.02 + 4.00 penalty

Skamania County Treasurer  
By Ronny J. Halliday

Alice Biddle Beebe  
Notary Public for Oregon  
My Commission expires 3/16/77

Barbara E. Cunningham

Helene Biddle Dick

Helene Biddle Dick

SUBSCRIBED AND SWORN TO before me 5/26, 1977.

Barbara P. Cunningham

Notary Public for Oregon

My Commission expires 3/16/79

Christine Biddle Marshall

Christine Biddle Marshall

SUBSCRIBED AND SWORN TO before me June 8, 1977.

Betty J. Dickey

Notary Public for Bellevue, WA

My Commission expires April 15, 1979

Lydia Biddle Middleton

Lydia Biddle Middleton

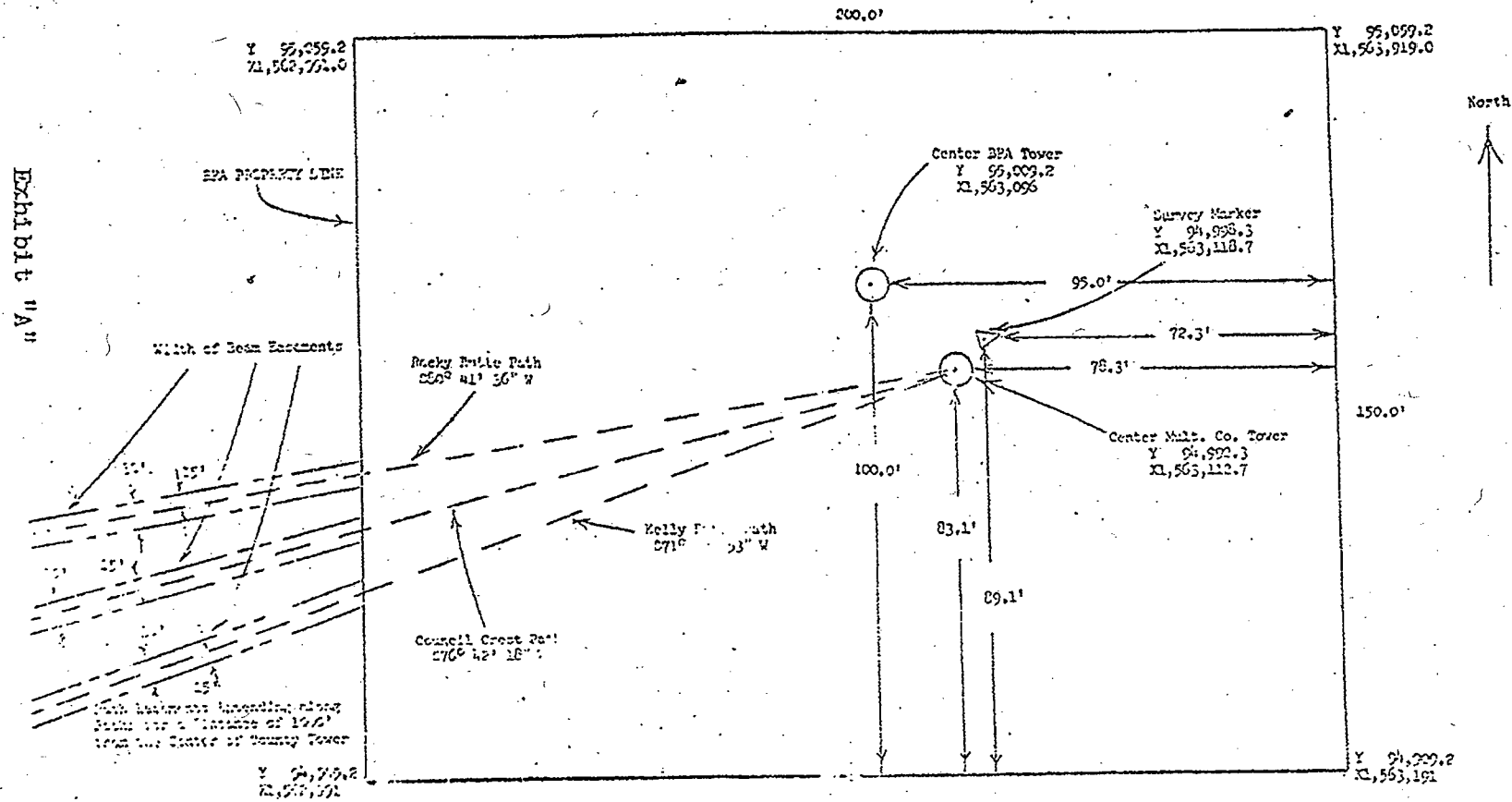
SUBSCRIBED AND SWORN TO before me June 2, 1977.

Rebecca S. H. Keane

Notary Public for St. of V.A.

My Commission expires 11/19/78

Middle Butte  
County Road Path Elements



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing )  
Purchase of Easements to Service ) ORDER  
Biddle Butte Microwave Station )  
Site. )



This matter is before the Board upon recommendation of the Director of the Department of Justice Services that Multnomah County purchase certain road access and microwave beam path easements from owners of real property located in Skamania County, Washington, at a site commonly known as Biddle Butte, upon which Multnomah County proposes to erect a microwave transmission station to enhance Public Safety radio communication within the Columbia River Gorge and that said easements are essential to establishment of such facility; and

It appearing to the Board that the owners of the real property over which Multnomah County proposes access and to project microwave transmission are agreeable to granting easements therefor, as contained in the exhibit attached hereto, for the sum of \$20,000, and subject to the terms and conditions described therein; and

It further appearing that acquisition of said easements will permit Multnomah County to establish a long-needed facility to provide optimum Public Safety radio communications capacity within a critical area of the County and thereby best serve the health, safety and welfare of the residents of Multnomah County; now, therefore, it is hereby

ORDERED that a warrant in the amount of \$20,000 be issued, payable to Hugh L. Dick, as attorney for the grantors of said easements, and be delivered to County Counsel for completion of those acts necessary to acquire the easements herein described and authorized hereby.

DATED this 23 day of June, 1977.

State of Oregon )  
County of Multnomah ) ss

I, Laura Vodjansky Asst. Clerk of the Board of County Commissioners of Multnomah County, Oregon, do hereby certify that the foregoing copy of Order has been compared by me with the original, as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of County Commissioners this 24th day of June, A. D., 1977.

Laura Vodjansky  
Asst. Clerk of Board of  
County Commissioners



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY MANAGEMENT  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-4128

0809:04  
R-4

BOARD OF COUNTY COMMISSIONERS  
TED WHEELER • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
JEFF COGEN • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

## MEMORANDUM

Date July 25, 2007

TO: Deborah Bogstad  
Board Clerk

FROM: Carla Bangert *CB*  
Senior Property Management Specialist  
Facilities & Property Management

RE: Agenda Placement Request  
Proposed License Agreement with Clark Regional Emergency Services Agency

A license agreement has been negotiated between Multnomah County, as licensor, and Clark Regional Emergency Services Agency (CRESA), a regional governmental agency, as licensee, for space within the Biddle Butte Radio Station facility in Skamania County, Washington for the operation of communications equipment and emergency radio broadcasting. Multnomah County leases space at this facility from Bonneville Power Administration (BPA) and is not currently using all of the leased space and does not anticipate the need for additional County use for at least three (3) years.

Per previous e-mail, the following documents are attached:

1. Original Agenda Placement Request document
2. Copy of lease document attached to APR as Exhibit "A"
3. Copy of Resolution document (electronically approved by Attorney Matt Ryan per 7/25/07 e-mail)

It is respectfully requested that this item be placed on the August 9, 2007 agenda for the Board of County Commissioners meeting.

Please let me know if any additional information is required.

Thank you.



# MULTNOMAH COUNTY OREGON

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DEPARTMENT OF COUNTY MANAGEMENT  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
TED WHEELER • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
JEFF COGEN • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

## MEMORANDUM

Date July 26, 2007

TO: Matt Ryan  
Assistant County Attorney

FROM: Carla Bangert   
Senior Property Management Specialist  
Facilities & Property Management

RE: Biddle Butte – License Agreement with CRESA

Attached please find three (3) original License Agreement documents between Multnomah County, as licensor, and CRESA, as licensee for the above referenced location. All three documents have been signed by both CRESA and Bonneville Power Administration.

Per e-mail and hard copy, this document, along with the Agenda Placement Request and Resolution document, has been forwarded to the Board Clerk for placement on the BCC agenda on August 9, 2007.

Please call me at X84128 and I will pick up the signed documents.

Thank you.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-136**

Declaring a Portion of the Leased Property Located at Biddle Butte Radio Station, Skamania County, Washington to be Surplus and Approving a License Agreement with Clark Regional Emergency Services Agency

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

- a. Multnomah County leases a portion of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station in Skamania County, Washington for emergency communication purposes. The County lease with BPA became effective July 1, 1993 and has been renewed for the current five (5) year term through June 30, 2010. This Biddle Butte lease is identified in the County's Facilities and Property Management Division records as number L-101.
- b. The County is not currently using all of the Biddle Butte leased space and does not anticipate the need for additional County use for at least three years.
- c. Clark Regional Emergency Services Agency (CRESA) desires to use space within the County leased space for the operation of communications equipment and emergency radio broadcasting for a three year term. This will allow CRESA to provide better public safety response to the community.
- d. Attached identified as Exhibit A, is a copy of the proposed license agreement that the County's Facilities and Property Management Division has negotiated with CRESA for a portion of the Biddle Butte property.
- e. It is in the best interests of the County to execute the license agreement on the terms and conditions set forth therein.

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

1. The portion of the Biddle Butte property more particularly described in the proposed license agreement (Exhibit A) is declared to be surplus.
2. The license agreement with CRESA as described herein is approved. The County Chair is authorized to execute the license agreement substantially in the form of the attached Exhibit A.

3. The County Chair is authorized to execute renewals of the license agreement and execute amendments to the license agreement without further Board action.

ADOPTED this 9th day of August 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



*Ted Wheeler*

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

## EXHIBIT A

### LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Multnomah County, Oregon ("Licensor") and Clark Regional Emergency Services Agency (CRESA), a regional governmental agency ("Licensee").

#### I. RECITALS

- a. Pursuant to Federal Lease No. DE-RL79-93BP75911, (the "Master Lease") between Licensor and the UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator: (hereinafter "Lessor") Licensor is the "Lessee" of certain premises known as the Biddle Butte Microwave Radio Station ("Biddle Butte Station") located in Sw1/4SW1/4 of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington.
- b. Under the master Lease, Licensor has the right to install, operate, maintain and remove radio equipment in/on Lessor's Biddle Butte Station.
- c. Lessor by letter amendment to the master Lease dated January 26, 2007 has authorized Licensor to execute this License Agreement with Licensee to allow for Licensee's Clark Regional Emergency Services Agency (CRESA) to co-locate at Biddle Butte Station for the purpose of CRESA's emergency radio communications.
- d. Pursuant to Master Lease Paragraph 13, as amended, Licensor hereby gives permission revocable and terminable as hereinafter provided, to Licensee for the use of Biddle Butte Station for the co-location of CRESA's equipment at the site for emergency radio broadcasting.
- e. By this reference the Master Lease, attached and identified as Exhibit "B" is hereby incorporated into this License Agreement as if set forth in its entirety.

#### II. LEASE TERMS AND CONDITIONS

##### 1. Recitals are Contractual

The above listed Recitals are contractual and hereby incorporated by this reference.

##### 2. Use of Licensed Premises

Licensee shall be permitted to use the Licensed Premises for the operation of communications equipment and emergency radio broadcasting. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of Licensor.

##### 3. Term of Agreement

The initial term of this License shall run from August 1, 2007 through June 30, 2010. Any subsequent term(s) shall be five (5) years in length in conjunction with Licensor's exercise of their renewal terms and acceptance of Licensee's written option exercise which shall be given no less than one hundred and twenty (120) days prior to the expiration date. Licensor or Licensee may terminate this Agreement by giving sixty (60) days written notice to the other party of its termination.

Licensee is required to remove all antennae and feed line upon termination of this Agreement.

##### 4. Access

Licensee shall have access to the Licensed Premises at all times for the uses authorized herein. If required, Licensee, at its sole expense, shall obtain additional rights from other landowners for use of access roads.

5. Maintenance

The costs of any maintenance and operations of the Improvements shall be at the sole expense of Licensee.

6. License Payments

For and in consideration of this License Agreement, Licensee shall pay to Licensors the sum of \$1,265.00 annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of eighteen percent (18%) per annum from the anniversary date, until payment is received. A \$25.00 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Multnomah County and shall be mailed to Licensors at 401 N. Dixon Street, Portland, OR 97227. Checks shall be marked "Biddle Butte Sublicense".

Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Licensee will be notified at least thirty (30) days in advance of any revised annual rates.

7. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensors from any claim, loss, or liability arising out of or related to any negligent activity of Licensee or the Premises or any condition of the Premises in the possession or under the control of Licensee. Licensors shall have no liability to Licensee for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Licensors' negligence or breach of duty under this License Agreement.

8. Liability Insurance

During the term of this License Agreement, Licensee shall carry the following insurance at Licensee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Licensors on account of the obligations assumed by Licensee under paragraph 6, and shall name Licensors as an additional insured. If Licensee is self-insured for liability or is a governmental agency that participates in a government risk pool, in lieu of providing the insurance required above, Licensee shall provide a letter to Licensors stating that fact.

9. Insurance Documentation; Self-Insurance

Certificates evidencing such insurance and bearing endorsement requiring 30 days' written notice to Licensors prior to any change or cancellation shall be furnished to Licensors prior to Licensee's occupancy of the Premises. If Licensee is self-insured for liability, in lieu of providing the insurance requirement by Paragraph 8, Licensee shall provide a letter to Licensors stating that fact.

*Handwritten signature: J. M. P. M. R. E. V.*

10. Interference

In the event the Licensors determine that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Licensed Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

11. Permit

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

12. Compliance

Should Licensee fail or neglect to comply with any terms or conditions of this License Agreement or to comply with any reasonable requirement of Licensors after thirty (30) days written notice and demand from Licensors, this License Agreement shall be subject to termination by Licensors. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

13. Notices

Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensors:                      Multnomah County  
Facilities & Property Management  
Attn: Asset Management  
401 N. Dixon Street  
Portland, OR 97227-1865  
Phone: (503) 988-3322  
FAX: (503) 988-5082

If to Licensee:                      Keith Flewelling, Technical Services Manager  
Clark Regional Emergency Services Agency  
710 W. 13<sup>th</sup> Street  
Vancouver, WA 98660  
Phone: (360) 737-1911 X3946  
FAX: (360) 694-1954

14. Assignment

No party of the Licensed Premises may be assigned or subleased, nor may a right of use of any portion of the Licensed Premises be conferred on any third party by any other means, without the prior written consent of Licensors.

15. Master Lease

- a. Licensee agrees to be subject to and comply with all covenants and conditions of the Master Lease, imposed on Licensors as the "Lessee" under the Master Lease, except as provided under this License Agreement at Paragraph 6, relating to the annual fee; and to refrain from any activity that would be construed as a breach or default under the Master Lease.
- b. Licensors represents and warrants that Exhibit "B" contains a true, correct, and complete copy of the Master Lease in effect at the time of the execution of this License Agreement. Licensee represents and warrants that it has read and is familiar with the terms of the Master Lease.
- c. Licensors has attached as Exhibit "C", a true, correct, and complete copy of the Licensors's Access and Beam Path Easement, ("Licensors's Easement") recorded in the property records of Skamania County, Washington. Licensors as the "grantee" under the

Licensor's Easement, has obtained certain access and other rights from abutting property owners with respect to and for Licensor's use of the Biddle Butte facility. Licensee represents and warrants that is has read and is familiar with the terms and conditions of Licensor's Easement and will refrain from any activity that would be construed as a breach or default under said Easement.

- d. Licensee warrants and represents to Licensor that Licensee will not need or use Licensor's Easement; and that Licensee will not need to obtain any similar type of instrument, grant, conveyance or agreement from abutting property owners of the Biddle Butte facility in order to conduct Licensee's activities under this License at said facility.

Licensor and Licensee have executed this Agreement as of the date first above written.

**LICENSOR**  
MULTNOMAH COUNTY, OREGON

By: Ted Wheeler  
Ted Wheeler, Chair

Date: 08.09.07

Reviewed:

By: Matthew O. Ryan  
Matthew O. Ryan  
Assistant County Attorney

Date: 8/9/07

**LICENSEE**  
CLARK REGIONAL EMERGENCY  
SERVICES AGENCY, a regional governmental  
agency

By: Thomas R. Giffeth  
Name: THOMAS R. GIFFETH  
Title: DIRECTOR  
Date: 20 JUL 2007

Reviewed:

By: E. Bronson Potter  
E. Bronson Potter  
Prosecuting Attorney, Civil Division

Date: 6/14/07

**APPROVED:** Department of Energy  
Bonneville Power Administration

By: Michael DeKlyen  
Name: MICHAEL DEKLYEN  
Title: REALTY SPECIALIST

Date: July 16, 2007

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 08-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

Biddle Butte  
8'X26' BUILDING 208  
10'X40'X.6' CYCLONE FENCE.

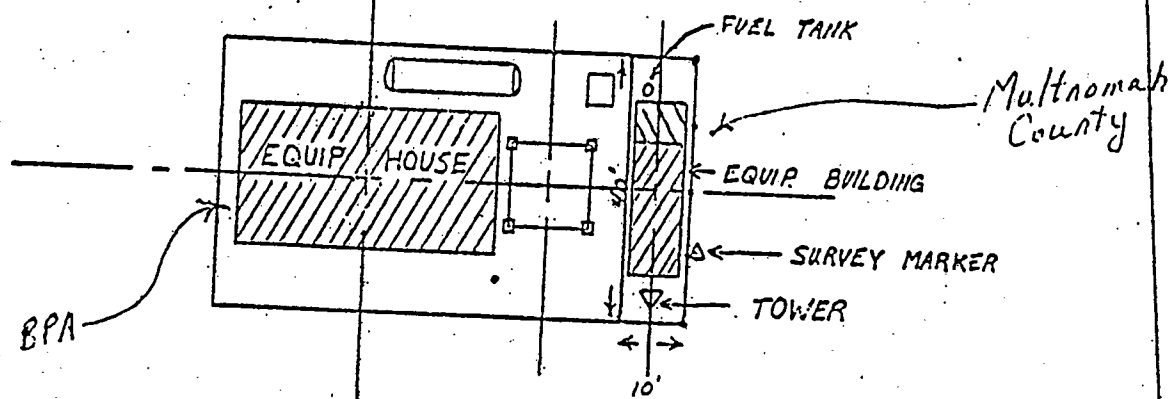


EXHIBIT A"



Department of Energy  
Bonneville Power Administration  
P.O. Box 61409  
Vancouver, Washington 98666-1409

RECEIVED IN ADMIN  
MAY 19 2005

May 12, 2005

Case No.930996  
Tract No. Biddle Butte Microwave Radio Station Site  
Lease No. DE-RL79-93BP75911

Debra Crawford, Property Management Specialist Senior  
Multnomah County Facilities & Property Management  
Atten: Asset Management-Leases  
401 N. Dixon Street  
Portland, OR 97227-1865

Dear Debra,

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site shall expire June 30, 2005. Your letter dated March 25, 2005 notified BPA that the lease would now be administered by Multnomah County's Facilities & Property Management Department, Asset Management Section (Multnomah County) and proposes to extend and amend said lease. BPA hereby agrees to extend and amend the lease

Accordingly, paragraphs 1 and 2(a)(b) of referenced lease are hereby modified as follows:

1. Term of Lease:

The term of this lease shall be from July 1, 2005, through June 30, 2010, subsequent terms shall be 5-years in length and be renewed at the option of Multnomah County and exercised by written notification provided to BPA 90 days prior to the expiration date, and with the consent of BPA, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of \$2,530 and 00/100ths Dollars (\$2,530) annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of 18.25 percent per annum from the anniversary date, until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

EXHIBIT  
"B"



Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75923, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

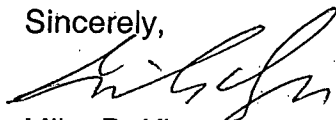
b. Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of any proposed revised annual rates.

All other terms and conditions of your present lease, as amended, will remain the same.

If this renewal is satisfactory to you, please sign and return the original of this letter. The extra copy is for your records.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

Sincerely,

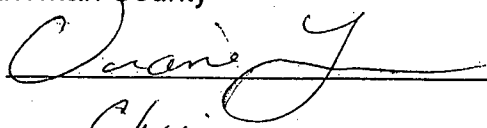


Mike DeKlyen  
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2005, through June 30, 2010, is hereby accepted.

Multnomah County

By: 

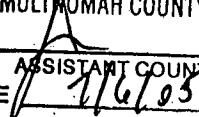
Title: Chair

Date: 7/11/05

bcc:

Official File - TR (Case No. 930996)

REVIEWED:  
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY  ASSISTANT COUNTY ATTORNEY  
DATE 7/6/05

MJDeKlyen:mjd:x6414:03/31/05 (TSR\W\CASEFILE\930CASE#\930996\_14.DOC)



Department of Energy  
Bonneville Power Administration  
P.O. Box 61409  
Vancouver, Washington 98666-1409

L-101  
RECEIVED IN ADMIN  
DEC 02 2003  
**COPY**

June 17, 2002

Case No. 930996  
Tract No. Biddle Butte Microwave Radio  
Station Site  
Lease No. DE-RL79-93BP75911

~~Mr. Frank Ray~~

Contract Administrator  
Multnomah County Sheriff's Office  
501 S.E. Hawthorne Blvd. Suite 350  
Portland, OR 97214

~~Dear Ray:~~

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site expired June 8, 1999. Correspondence from our office dated February 23, 2001 acknowledging receipt of a letter from the Multnomah County Sheriff's Office requesting renewal of the lease; some time in the interim the individual that ran the Joint Use program here at BPA, moved on to another agency, and the thread which should have continued between our two organizations was broken, and no offer extending the lease was forthcoming from BPA to the Sheriff's Office. Now, this oversight had come to the attention of the Realty Group here at BPA, and we would like to correct the situation and offer this agreement to amend and renew the lease agreement for a 5-year term beginning as of the date that the lease expired, July 1, 2000 through June 30, 2005.

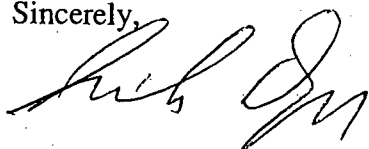
If this renewal is satisfactory to you, please sign and return the original of this letter, as soon as possible, in the enclosed business-reply envelope. The extra copy is for your records.

Also enclosed is a revised Exhibit "B" which should be attached to your lease, replacing the outdated exhibit.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

<sup>2</sup>  
**COPY**

Sincerely,



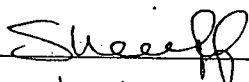
Mike DeKlyen  
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2000, through June 30, 2005, is hereby accepted.

Multnomah County Sheriff's Office \_\_\_\_\_

By: x 

Title: 

Date: 

bcc:

Official File - TSR (Case No. 930996)

MJDeKlyen:mjd:x6414:06/17/02 (TSR\W:\CASEFILE\930CASE#\930996\_13.DOC)

GUIDELINES FOR  
BPA RADIO STATION  
JOINT USE AGREEMENTS

August 1, 1995  
(Revised 3/7/02)

**APPENDIX B**  
**ENGINEERING AND INSTALLATION STANDARDS**  
**for BPA RADIO STATION JOINT USE**

**Applicability:**

These Installation Standards apply to new leases and any equipment installed after March 1, 1995, and to existing equipment if interference occurs to/from that equipment.

**Isolators & Filters:**

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. The isolator must be temperature compensated and have a dummy load capable of handling 1/2 the power of the transmitter on the antenna side. Additional filtering required according to frequency and interconnect devices are listed below:

- a. Transmitters in the 25 to 54 MHz range shall have isolation of at least 20 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 30 dB of attenuation 1.0 MHz removed from the operating frequency.
- b. Transmitters in the 66 to 88 MHz range shall have isolation of at least 25 dB followed by a band pass filter (or cavity) providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- c. Transmitters in the 130 to 225 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 25 dB of attenuation 1.0 MHz removed from the operating frequency.
- d. Transmitters in the 400 to 470 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.
- e. Transmitters in the 806 to 960 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.

A band reject duplexer (cross-notch duplexer) may not be used without a cavity/isolator outlined above.

A bandpass cavity or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver, which can radiate, causing interference.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

### Coax Cable and Connectors:

Double shielded, double braided, or solid outer conductor cables shall be used to connect from radio equipment to isolators, cavities, duplexers, and other components. Double shielded or double braided cable must have more than 98.5% shield coverage. Single braid coax cable is prohibited. Jacketed coaxial cable is required, unjacketed transmission line of any type is prohibited.

"N" or "TNC" connectors shall be used rather than other non-constant impedance type connectors. Coax adapters are prohibited.

All antennas and transmission lines, including those not in immediate use, shall be terminated in their characteristic impedance to prevent re-radiation of intercepted signals or noise.

To facilitate troubleshooting, all antennae (on the base or back), coaxial cables or waveguides (where they exit the building) shall be identified with a rustproof tag indicating the licensee's name and the RF frequency.

### Towers:

Towers, tower materials and tower construction must conform to recognized industry standards as applicable, including but not limited to EIA-222 current revision. Towers shall be fabricated from galvanized steel members and shall be self-supporting (no guy wires).

### Tower Attachments and Metallic Objects:

Bare metallic ties, exposed metal wrap lock or wire of any kind are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Antenna mounting hardware shall be of galvanized steel. BPA Towers shall not be field-drilled or field-punched for mounting of hardware. All tower attachments shall be securely clamped to tower members only by means of compression-clamping devices designed for that purpose. Transmission lines are to be insulated from metallic structures/objects. Hardware capable of rusting, and dissimilar metals, are prohibited. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

Vinyl clad chain link fence shall be used for new construction and replacement.

Loose wires and loose metal objects are prohibited and shall be removed from the tower and site.

Waveguide entrance boots and entry plates shall be used where waveguide enters the building. The entry means shall be weathertight.

### Electrical Safety, Grounding and Shielding:

For lightning protection the building should have lightning protectors at the entry plate for each Heliac/coax run. Waveguide/Heliac/coax should be grounded at the antenna and where leaving the tower. Ground connections shall be made to the station ground grid. No cadwelding shall be made to any tower.

Indoor electronic equipment shall be properly connected to the site grounding system and shielded. Grounding shall be done with copper strap or heavy copper braid connected to a station ground grid.

To reduce the chance of interference, all electronic equipment which is expected/required by its manufacturer to be in a closed metallic cabinet, shall be fully enclosed by both front and rear metallic doors. No modifications to the cabinet, and no routing of cable or wiring, shall be allowed which would prevent the doors from being fully closed, once installed.

The following shall apply to indoor power wiring:

- Only assigned electrical outlets shall be used.
- Additions or modifications shall not be made to any electrical distribution system within the building without first securing BPA's written permission.
- Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- Radio equipment shall have internal fusing to protect the supply circuit.
- Cord connections for radio equipment shall have a ground wire and the attachment plugs shall have a U-slot ground to provide a continuous ground from equipment to distribution panel.
- Radio equipment shall have its own surge protection.

Any commercial telephone cabling shall be run along the most direct path available between the Telephone protector/terminal block and the equipment racks/cabinets. All telephone cabling shall be secured to the wall with appropriate support brackets spaced no more than one foot apart. When telephone cabling must be run in areas away from the wall, it shall be run through conduit or shall be secured to the *underside* of the cable trays/ladders and tie-wrapped every 2 feet.

Lease No. DE-RL79-93BP75911  
Tract No. Biddle Butte Microwave  
Radio Station  
Case No. 890087

LEASE  
TO  
MULTNOMAH COUNTY, OREGON  
FOR INSTALLATION AT  
BIDDLE BUTTE MICROWAVE RADIO STATION SITE

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Lessor") does hereby, subject to existing rights, if any, of other parties, leases to Multnomah County, Oregon, (hereinafter called the "Lessee") the right to install, operate, maintain, and remove radio equipment in/on Lessor's Biddle Butte Microwave Radio Station Site located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, subject to the following covenants and conditions:

1. Term of Lease: The term of this lease shall be from July 1, 1993, through June 30, 1994, and may be automatically renewed annually at the option of Lessee, for four (4) additional years, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of Three Thousand Three Hundred Twenty Four and 00/100ths Dollars (\$3,324.00) annually beginning July 1, 1993. Payments shall be due by close of business on the effective date of the lease term and each anniversary thereof. Payments not received by the effective date of the lease term or its anniversary will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term or anniversary until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75911, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

b. Said fee for use of the site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of revised annual rates.

3. General Provisions For Installation and Use:

a. Installation of Lessee's equipment to be in accordance with the Technical Provisions attached hereto, marked Exhibit "A", and incorporated as a part of this lease.

b. All work performed by Lessee, its contractors, or assignees pursuant to Exhibit "A" shall be done in accordance with applicable Federal, state, and local codes, regulations, and statutes.

c. Except as specified in Exhibit "A", any wiring to Lessor's equipment, modification to said wiring, construction upon Lessor's tower, buildings, and ground, or any deviation from provisions stated in Exhibit "A" shall be performed only with the prior knowledge and written consent of Lessor.

d. Placement of Lessee's facilities shall be performed in a timely and workmanlike manner and subject to the general guidance and direction of Lessor's Power System Control (PSC) Supervisor or his representative. Lessee's facilities shall not be placed so as to electrically or physically interfere with Lessor's use of the site, building, tower, or road.

e. The installation of Lessee's facilities shall be kept neat and shall be maintained so as not to be hazardous to life or property. Debris shall be removed or otherwise disposed of so as to reduce threat of fire and/or degradation of the environment. Damage to Lessor's facilities shall be repaired promptly without cost to Lessor.

4. Lessee Equipment and Facilities: The installation, operation, maintenance, and removal of Lessee's equipment shall be without cost to and under the general supervision of Lessor, and subject also to such rules and regulations as it may from time to time prescribe. Lessee assumes all risk of loss, damage, or injury resulting from the presence of Lessee's facilities upon Lessor's microwave radio station site.

5. Interference During Initial Installation: In the event that radio frequency interference should result from Lessee's installations or connections to Lessor's facility, Lessee shall be responsible for immediately ceasing operation, disconnecting, and eliminating the interference to the satisfaction of Lessor before resuming operation.

6. Interference During Lessee Operations: In case interference results from Lessee's operations on this site, Lessor may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or other actions by Lessee render Lessor's equipment unusable, Lessee, upon notification by Lessor, shall immediately cease such operations or actions. Lessee will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of Lessor.



7. Elimination of Interference: Elimination of interference shall be accomplished first by modification of Lessee's equipment and then, if not corrected, by modification of Lessor's equipment at the expense of Lessee.

8. Incompatibility between Lessor/Lessee Radio Systems: In the event that Lessor determines that an existing incompatibility between Lessor's and Lessee's radio systems cannot be corrected, Lessee shall cease transmitting operations immediately, and this lease shall cease and terminate.

9. Termination/Cancellation:

a. If it is determined that this site is excess to the needs of Lessor, or should Lessor dispose of this site in the future, this lease is subject to cancellation after ninety (90) days' written notice to Lessee.

b. If the space occupied by Lessee is needed by another Federal agency, Lessor may terminate this lease after nine (9) month's written notice to Lessee.

c. If exclusive use of the site is required by Lessor, Lessee shall receive ninety (90) days' written notice within which to cease and terminate transmitting operations and remove Lessee's equipment.

d. Should the rights specified herein no longer be used or needed for Lessee's radio equipment for a one (1)-year period, or any abandonment thereof, this lease shall automatically terminate.

e. Lessee may terminate this lease upon ninety (90) days' written notice prior to the ending date of each annual period.

f. If the annual rental becomes delinquent 30 days after the date payment is due, as specified in item 2a herein, this lease may terminate at the option of the Lessor.

g. IF AT ANY TIME LESSEE SHOULD DEVIATE FROM THIS LEASE IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL BY LESSOR, THIS LEASE SHALL BECOME VOIDABLE AT LESSOR'S OPTION.

Lessor's waiver or consent to a deviation shall not constitute a waiver for future deviations.

10. Removal of Equipment: On or before this lease terminates or is cancelled, as provided for in conditions 8, 9, and 11 herein, Lessee shall remove all of its property from the site and repair any damage resulting therefrom to a condition satisfactory to Lessor, reasonable wear and tear and damage by the elements or circumstances over which Lessee has no control, excepted. Any of Lessee's equipment remaining in/on this site after thirty (30) days following termination/cancellation of this lease shall be disposed of by Lessor in a manner that Lessor deems appropriate. If Lessee is unable to remove its equipment within this time frame, Lessee may request Lessor's approval for additional time by written notice to Lessor.

11. Lessee Authorizations: Lessee shall keep Lessor informed of the actual transmitted and received signal frequencies and power in use at the site, as well as informing Lessor of impending changes in these parameters. All frequencies transmitted by Lessee at this site shall be authorized with current licenses from the Federal Communications Commission, or proper governmental authority. If Lessee's authorization for radio frequency operation at this site expires, is revoked, or otherwise terminated, this lease shall immediately become null and void.

12. System Integrity: Lessee agrees to exercise care and caution to preserve the integrity and security of Lessor's operational systems, equipment, and facilities at the joint-use site covered by this lease. Any breach in station integrity or security will result in the Lessee being denied access to the station.

13. Subleasing: Lessee shall not allow other users to occupy space at this site or otherwise use any of Lessee's equipment.

14. Access:

a. Roads:

(1) Lessee shall be responsible for securing approval of the legal owner of the property involved for use of the access road. Lessee's use of the access road shall not damage or impair the use of the road by Lessor, and prudent nondetrimental use shall be made and access shall be limited to the times and frequency required by normal equipment maintenance schedules.

(2) If the road is damaged by Lessee or its contractors, Lessee shall repair and restore the road to a condition driveable by a 2-wheel drive vehicle.

b. Facilities:

(1) Access to Lessor's buildings, towers, or fenced areas, for any reason, shall be in accordance with Lessor's established rules of entry as outlined in Exhibit "B" and applicable OSHA safety regulations in effect at the time of access.

(2) Access to Lessor's buildings and or tower, for any reason, will be granted to Lessee's employee(s) named in writing who comply with Lessor's PSC Maintenance Procedure entitled "Non-BPA Worker Entrance to Microwave Stations", dated April 1, 1991, and attached hereto as Exhibit "B". Keys will be issued to the above-named individual(s) only and shall remain the property of Lessor.

15. Liability: Lessee assumes all risk of loss, damage, or injury which may result from Lessee's use of this site, except for such loss, damage, or injury for which Lessor may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to Lessor's property caused by or resulting from Lessee's use of this site may be repaired by Lessor and the actual cost of such repair shall be charged to and paid by Lessee.

16. Environmental Responsibilities: Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or Federal laws or regulations applicable to the facility. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee. Violation of such requirements by Lessee shall make this agreement voidable at Lessor's election.

17. Transfer of Rights: This lease is not assignable or transferable without the prior written concurrence of Lessor.

18. Point of Contact:

a. Lessee shall keep Lessor informed in writing the name, address, and phone number of the current individual and alternate serving as the point of contact.

CONTRACT #: 80004

ORIGINAL

b. Lessor's and Lessee's point of contact for access, installation, and operations under this lease are as follows:

Lessor

Dale Hing  
Lower Columbia Area PSC  
P.O. Box 3621  
Telephone: (503) 230-4576

Lessee

Undersheriff Charles Fessler  
12240 NE. Glisan Street  
Portland, OR 97230  
Telephone: (503) 255-3600

Execution of this lease supersedes Contract No. DE-RL79-88BP49099 issued July 1, 1988, to Multnomah County, Oregon.

Issued at Portland, Oregon, this 8th day of September 1993

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By Rene M. Jernia  
Chief, Land Management Section

The above lease is hereby accepted and its terms agreed to this 27 day of July 1993

MULTNOMAH COUNTY, OREGON

By Bd. Supper by REA

Title: Sheriff

## REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Sandra G. Duff

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # 15 DATE 27-22-93  
Chris A. Fessler  
BOARD CLERK

6

(MMLC-0016:b:89008703)

Lease No. DE-RL79-93BP75911  
Tract No. Biddle Butte Microwave  
Radio Station  
Case No. 890087 930996

MULTNOMAH COUNTY  
ACCESS AND BEAM PATH EASEMENTS  
(BIDDLE BUTTE, WASHINGTON, MICROWAVE SITE)

ERSKINE B. WOOD, owner of an undivided one-half interest in his separate estate, and ALICE BIDDLE BEEBE, HELENE BIDDLE DICK, CHRISTINE BIDDLE MARSHALL, and LYDIA BIDDLE MIDDLETON, each trustee for one-fourth of an undivided one-half interest in the separate estate of Alice T. Biddle, hereinafter called "grantors", for the sum of Twenty Thousand Dollars (\$20,000), do hereby grant, bargain, sell and convey to Multnomah County, Oregon, as follows:

1. Access Easement

An easement, in common with grantors, the public and the United States of America, to use, maintain and improve the existing road extending through the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 8 and the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, from that parcel of land consisting of 0.69 acres conveyed by grantors to the United States of America by warranty deed November 18, 1952, and recorded at page 158, Book 36 of Deed Records of Skamania County, Washington, to its junction at easterly property line with grantors' easement, described in Deed Book "N", page 227, records of said County; thence over said easement from easterly property line to the County Road along the following described route: Beginning at a point 1246.5 feet north and 792 feet east of the corner of Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, thence north 53° 20' east 1244.8 feet, thence north 20° 05' east 334.4 feet, thence north 301.6 feet to a point in center of County Road.

2. Beam Path Easements

The right to enter upon and clear all trees and to keep



EXHIBIT "C"

clear of all trees, timber and man-made structures above the elevation 1452 feet (said elevation being the approximate ground elevation at the center of the United States of America site for grantee's microwave transmission tower, said tower center being N 12° 05' 22" E 842.30 feet from the corner common to Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington) from three beam paths as hereinafter described across a parcel of land in said Sections 8 and 9 and described as follows:

Beginning at a point 330 feet North of said corner common to Sections 8, 9, 16 and 17; thence East 792 feet; thence North 981.2 feet to the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 9; thence West along said North line to the northwest corner thereof; thence West 539.7 feet along the north line of the S $\frac{1}{2}$ S $\frac{1}{2}$  of said Section 8; thence South 981.2 feet; thence East 539.7 feet to the point of beginning; EXCEPT a tract of land containing 0.69 acres conveyed to the United States of America by deed dated November 18, 1952, and recorded at Book 36, page 158, Deed Records, Skamania County, Washington;

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 71° 28' 53" W 1000', more or less, to the west line of the above described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 76° 42' 18" W 1000 feet, more or less, to the west line of the above-described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each

side of a line which begins at said tower center and runs S 80° 41' 36" W 1000 feet, more or less, to the west line of the above-described parcel of land; all as depicted upon that sketch attached hereto as Exhibit "A".

The bearings of the center lines refer to Washington Coordinate System-South Zone.

Multnomah County may, at its election, remove any salvageable material from said tract within six months after notice of non-use for beam path purposes has been given to grantors.

Grantors covenant to and with Multnomah County, and its assigns, that the title to all brush and timber cut and removed from said parcel of land within the said beam path easements is and shall be vested in Multnomah County, and its assigns, and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

Multnomah County covenants that it, and its contractors and assigns, will exercise care in entering upon said tract with regard to the protection of the adjoining land, fences for stock, crops and structures.

#### Terms and Conditions

1. Termination. Easements granted herein shall terminate either upon thirty (30) days written notice to grantors by Multnomah County or at such time as the United States, by and through Bonneville Power Administration, abandons its communications use upon its 0.69 acre site atop Biddle Butte, as described hereinabove.

2. On or before termination as provided herein, County shall remove all its property from the BPA site and repair any damage resulting therefrom to a condition satisfactory to grantors, reasonable wear and tear and damage by the elements or circumstances over which County may have no control shall be excepted.

3. Installations. Grantors covenant not to assert any claim of right to participate in or control the manner of siting or design of any structure to be erected by Multnomah County upon land to be served by the easements granted herein.

4. Access Easement Improvements. Grantors covenant that Multnomah County shall be permitted to perform such maintenance and repairs upon the access road to such extent as Multnomah County reasonably deems necessary and grantors shall not unreasonably oppose any such improvements.

DATED this 20 day of June, 1977.

Erskine B. Wood  
Erskine B. Wood



SUBSCRIBED AND SWORN TO before me June 20, 1977.

Melinda J. Phelps  
Notary Public for Oregon  
My Commission expires 2-23-79

Alice Biddle Beebe

SUBSCRIBED AND SWORN TO before me 5-26

5042

No. \_\_\_\_\_  
TRANSACTION EXCISE TAX

AUG 23 1977  
Amount Paid 200.00 + 4.00 penalty

Skamania County Treasurer  
By Rewley J. Halligan

Alice Biddle Beebe  
Notary Public for Oregon  
My Commission expires 3/16/77

Barbara E. Cunningham



Helene Biddle Dick

Helene Biddle Dick

SUBSCRIBED AND SWORN TO before me 5/26, 1977.

Barbara F. Cunningham

Notary Public for Oregon

My Commission expires 3/16/79

Christine Biddle Marshall

Christine Biddle Marshall

SUBSCRIBED AND SWORN TO before me June 8, 1977.

Bette J. Dickey

Notary Public for Bellevue, WA

My Commission expires April 15, 1979

Lydia Biddle Middleton

Lydia Biddle Middleton

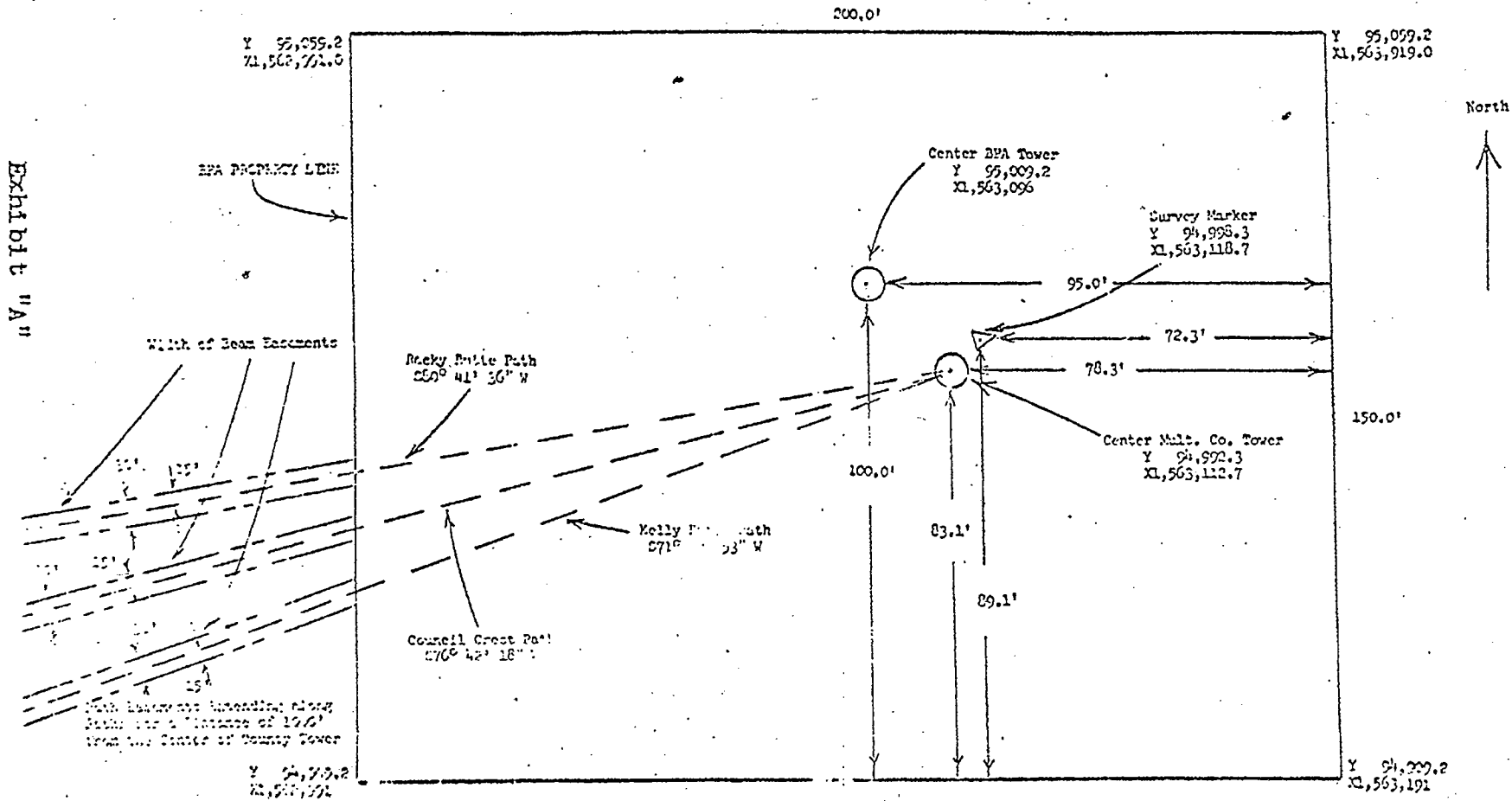
SUBSCRIBED AND SWORN TO before me June 2, 1977.

Rebecca S. McKeen

Notary Public for St. of VA

My Commission expires 11/19/78

Middle Butte  
County Beam Path Encumbrances



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing )  
Purchase of Easements to Service ) ORDER  
Biddle Butte Microwave Station )  
Site. )



This matter is before the Board upon recommendation of the Director of the Department of Justice Services that Multnomah County purchase certain road access and microwave beam path easements from owners of real property located in Skamania County, Washington, at a site commonly known as Biddle Butte, upon which Multnomah County proposes to erect a microwave transmission station to enhance Public Safety radio communication within the Columbia River Gorge and that said easements are essential to establishment of such facility; and

It appearing to the Board that the owners of the real property over which Multnomah County proposes access and to project microwave transmission are agreeable to granting easements therefor, as contained in the exhibit attached hereto, for the sum of \$20,000, and subject to the terms and conditions described therein; and

It further appearing that acquisition of said easements will permit Multnomah County to establish a long-needed facility to provide optimum Public Safety radio communications capacity within a critical area of the County and thereby best serve the health, safety and welfare of the residents of Multnomah County; now, therefore, it is hereby

ORDERED that a warrant in the amount of \$20,000 be issued, payable to Hugh L. Dick, as attorney for the grantors of said easements, and be delivered to County Counsel for completion of those acts necessary to acquire the easements herein described and authorized hereby.

DATED this 23 day of June, 1977.

State of Oregon )  
County of Multnomah ) ss

I, Laura Vodjansky Asst. Clerk of the Board of County Commissioners of Multnomah County, Oregon, do hereby certify that the foregoing copy of Order has been compared by me with the original, as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of County Commissioners this 24th day of June, A. D., 1977.

*Laura Vodjansky*  
Asst. Clerk of Board of  
County Commissioners



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-5  
Est. Start Time: 10:00 AM  
Date Submitted: 06/28/07

**Briefing on Arts and Economic Prosperity: The Economic Impact of Nonprofit  
Agenda Arts and Culture Organizations and their Audiences in the Portland  
Title: Metropolitan Area, Including Clackamas, Multnomah and Washington Counties**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 25 minutes  
Department: Non-Departmental Division: Commissioner Maria Rojo de Steffey  
Contact(s): Matthew Lashua  
Phone: 503 988-6796 Ext. 86796 I/O Address: 503/600  
Presenter(s): Commissioner Maria Rojo, Eloise Damrosch, Jeff Hawthorne, Invited Others

### General Information

1. What action are you requesting from the Board?  
Informational briefing only.
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.  
Nonprofit arts and culture organizations pay their employees, purchase supplies, contract for services and acquire assets from within our community. Their audiences generate event-related spending for local merchants such as restaurants, retail stores, hotels and parking garages. This study sends an important message to community leader that support for the arts is an investment in economic well-being.  
The 111 organizations that participated in this study represent an estimated 95% of all nonprofit arts and culture activity – demonstrating that the nonprofit arts and culture industry is also an economic driver that supports jobs, generates government revenue, and is a cornerstone of tourism.
3. Explain the fiscal impact (current year and ongoing).

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**

*Maria Rojo de Steffen*

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**Date:** 06/28/07

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# Arts & Economic Prosperity<sup>III</sup>

**The economic impact of nonprofit arts and culture organizations and their audiences in Multnomah, Clackamas, and Washington Counties**



Direct Spending by  
nonprofit Arts Organizations  
*and their audiences* in the  
tri-county region (FY05-06):

**\$ 318,264,018**



Direct Spending by  
Arts Organizations:

**\$ 166,729,911**

+

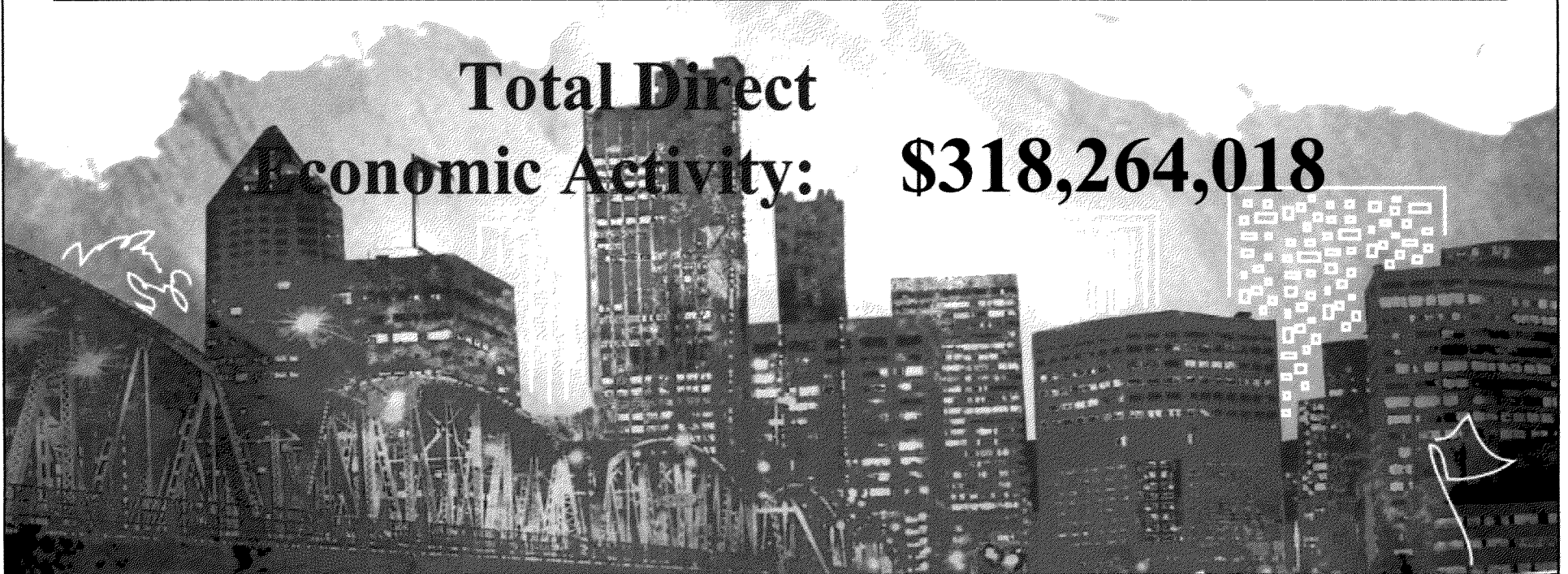
Event-Related Spending  
by Audiences:

**\$ 151,534,107**

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**Total Direct  
Economic Activity:**

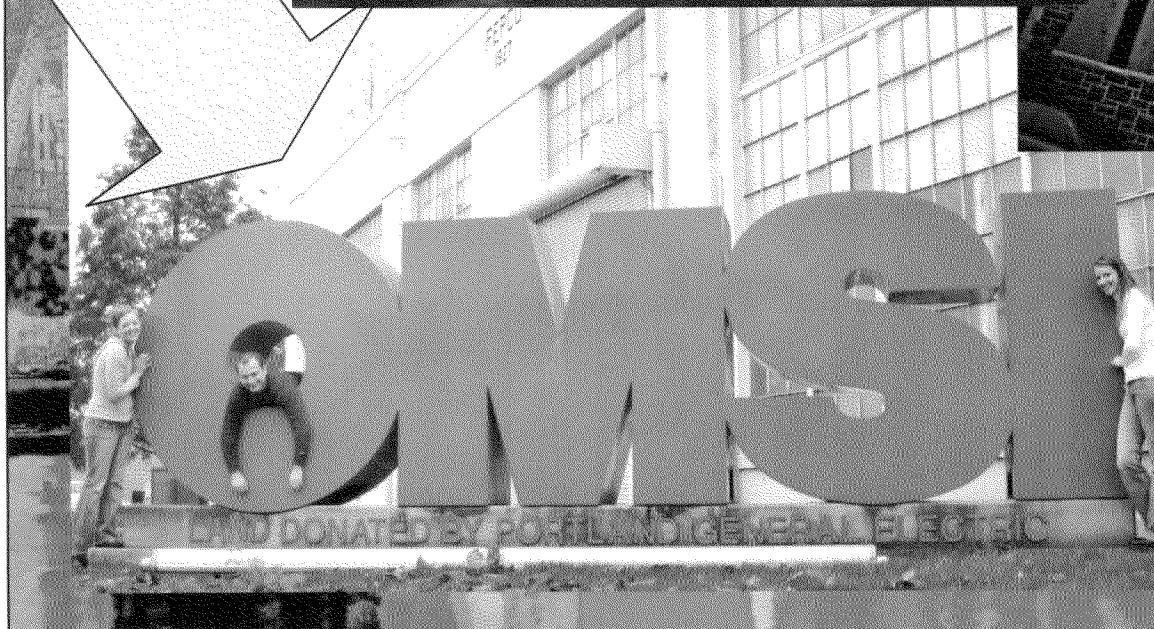
**\$318,264,018**





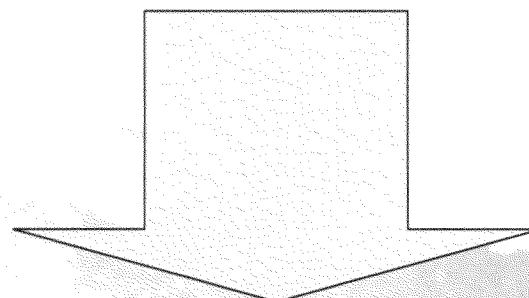
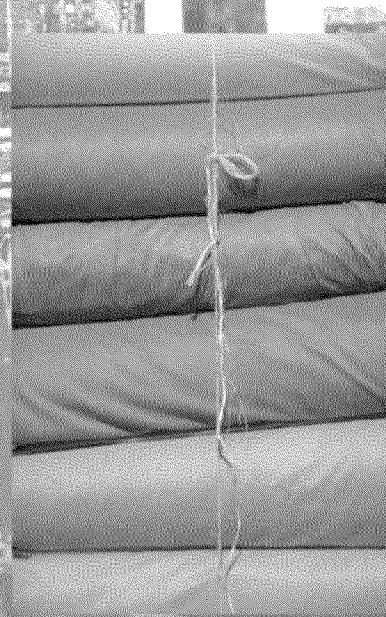
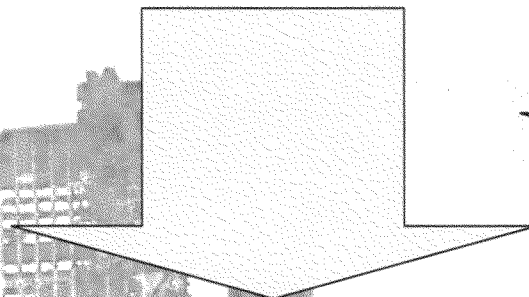
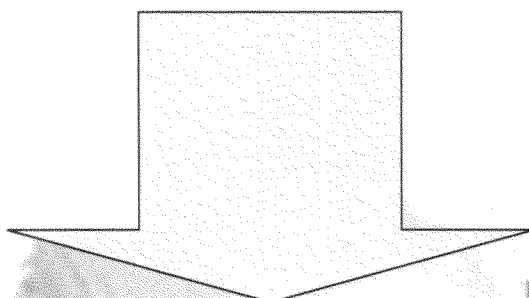


## Direct Spending by Organizations



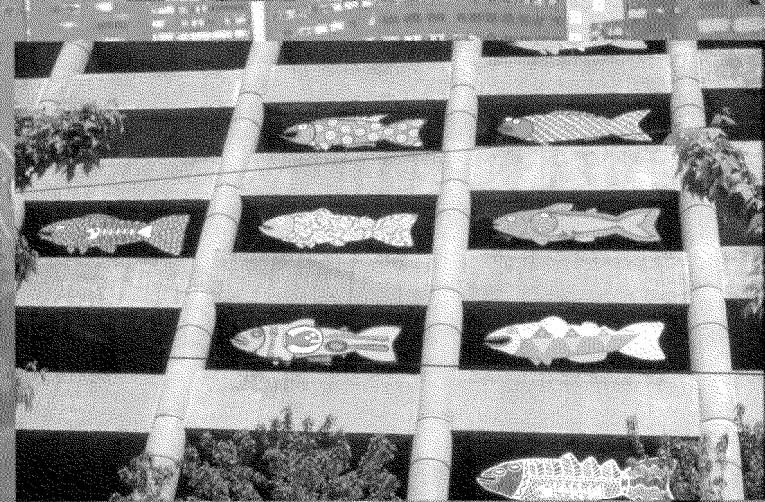


## Direct Spending by Organizations





## Direct Spending by Audiences





## The local nonprofit Arts & Culture Industry

- **Supports 10,321 Jobs**
- **Creates \$206.6 million in resident household income**
- **Generates \$27 million in tax revenue for state and local government**





**Invested:**  
**\$4.2 m**

**Earned:**  
**\$13.3 m**

**Return:**  
**3:1**





**\$166 million**

**4.7 million**

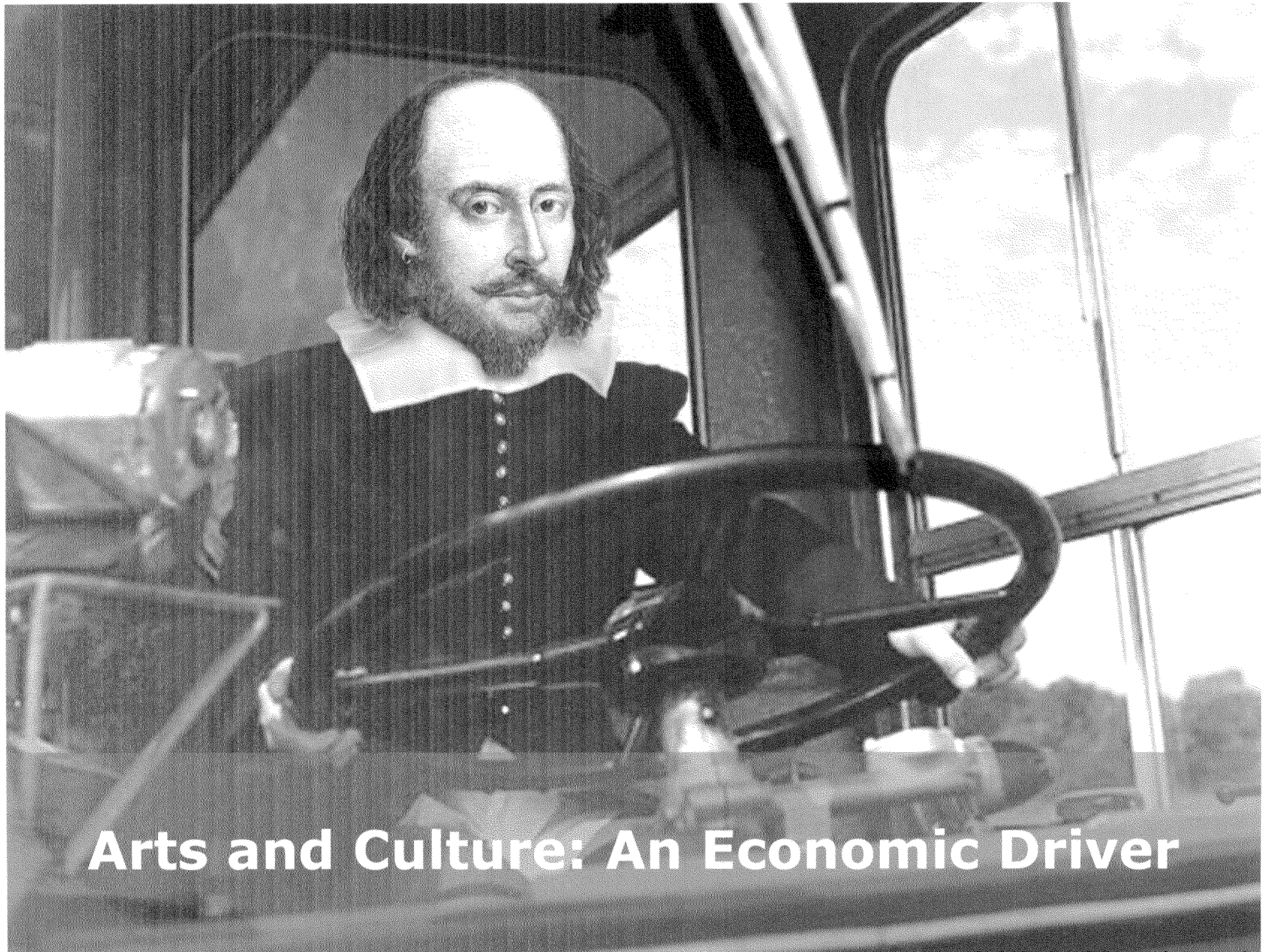
**1.5 million**

**\$151 million**

**\$318 million**

**648,000**





## **Arts and Culture: An Economic Driver**





# Arts & Economic Prosperity<sup>III</sup>

The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in the Portland Metropolitan Area, including Clackamas, Multnomah, and Washington Counties

2007 REPORT



*Arts and Economic Prosperity III* is published by Americans for the Arts (AFTA), the Regional Arts & Culture Council (RACC), and Northwest Business for Culture & the Arts (NW/BCA).

***AMERICANS FOR THE ARTS***

AFTA is the nation's leading nonprofit organization for advancing the arts in America. Established in 1960, AFTA is dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.

***REGIONAL ARTS & CULTURE COUNCIL***

RACC is the local arts agency for the Portland metropolitan area, including Clackamas, Multnomah, and Washington Counties. Through vision, leadership and service, RACC works to integrate arts and culture in all aspects of community life. RACC provides grants and technical assistance to local artists and arts organizations; manages city and county public art programs; and conducts a variety of advocacy and development programs in the community.

***NORTHWEST BUSINESS FOR CULTURE & THE ARTS***

The mission of NW/BCA is to dramatically increase public and private support for arts, heritage, and humanities throughout Oregon. NW/BCA provides a dynamic and mutually beneficial link between business and the arts through advocacy, recognition, strategic alliances, membership programs, research, networking and communications. NW/BCA is an affiliate of the national Business Committee for the Arts, Inc.

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# Art Changes Everything

BY ELOISE DAMROSCH, EXECUTIVE DIRECTOR, REGIONAL ARTS & CULTURE COUNCIL, AND  
VIRGINIA WILLARD, EXECUTIVE DIRECTOR, NORTHWEST BUSINESS FOR CULTURE & THE ARTS

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Conventional thinking has it that the arts are supported by the greater economy. This may have been true once upon a time, but it has never been that simple. Now a much bigger picture is coming into focus, and with it a transforming realization. The arts, in all of their incarnations, are a business sector like any other, and as such they play a critical role in the economy—particularly in a city like Portland, where the creative community is a thriving contributor to urban economic life.

It has always been true that the arts enrich people's lives, but now we realize there is a deeper story, and we can talk about the arts as an economic engine. This paradigm shift underscores a fundamental truth: art changes everything.

- Art is the difference between a lifeless space and an inspiring interior.
- Art is the difference between a loud noise and a symphony.
- Art is the difference between mere words and poetry.
- Art is the difference between an average education and an enlightened mind.
- Art is the difference between business as usual and a vital economy.

This report is proof that nonprofit arts and culture organizations are a significant industry in the Portland metropolitan area of Clackamas, Multnomah, and Washington Counties. Most noteworthy:

- Local arts and culture organizations generate \$318.26 million in local economic activity every year, including \$166.73 million in direct spending, and an additional \$151.53 million in event-related spending by their audiences.
- The economic activity from the region's arts and culture industry supports 10,321 full-time equivalent jobs. This generates \$206.67 million in household income to local residents and delivers \$27.12 million in local and state government revenue.

Our region is one of 156 communities that participated in *Arts & Economic Prosperity III*, the most comprehensive study of its kind ever conducted. Our staffs worked with 111 local arts organizations to collect detailed expenditure and attendance data in order to measure total industry spending, and we learned that local governments combined achieve direct financial returns on their investment, while also stimulating 648,313 of citizen volunteer hours, valued at an additional \$11.7 million.

This study confirms something that many of us have only surmised until now: when individuals, businesses, and governments support the arts, we are not only enriching people's lives, we are also making a substantial contribution to the region's economy.

The Portland metropolitan area is a special place, and the arts are an important reason why. As we have seen, art changes everything. And now we have an opportunity to change the way we think about art.

# The Arts Mean Business

BY ROBERT L. LYNCH, PRESIDENT AND CEO, AMERICANS FOR THE ARTS

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The key lesson from *Arts & Economic Prosperity III* is that communities that invest in the arts reap the additional benefit of jobs, economic growth, and a quality of life that positions those communities to compete in our 21st century creative economy. In my travels across the country, business and government leaders often talk to me about the challenges of funding the arts and other community needs amid shrinking resources. They worry about jobs and the economic performance of their community. How well are they competing in the high-stakes race to attract new businesses? Is their region a magnet for a skilled and creative workforce? I am continually impressed by their commitment to doing what is best for their constituents and to improving quality of life for all. The findings from *Arts & Economic Prosperity III* send a clear and welcome message: leaders who care about community and economic development can feel good about choosing to invest in the arts.

Most of us appreciate the intrinsic benefits of the arts—their beauty and vision; how they inspire, sooth, provoke, and connect us. When it comes time to make tough funding choices, however, elected officials and business leaders also need to have strong and credible data that demonstrate the economic benefits of a vibrant nonprofit arts and culture industry.

Nationally, the nonprofit arts and culture industry generates \$166.2 billion in economic activity annually—a 24 percent increase in just the past five years. That amount is greater than the Gross Domestic Product of most countries. This spending supports 5.7 million full-time equivalent jobs right here in the U.S.—an increase of 850,000 jobs since our 2002 study. What's more, because arts and culture organizations are strongly rooted in their community, these are jobs that necessarily remain local and cannot be shipped overseas.

Our industry also generates nearly \$30 billion in revenue to local, state, and federal governments every

year. By comparison, the three levels of government collectively spend less than \$4 billion annually to support arts and culture—a spectacular 7:1 return on investment that would even thrill Wall Street veterans.

*Arts & Economic Prosperity III* has more good news for business leaders. Arts and culture organizations—businesses in their own right—leverage additional event-related spending by their audiences that pumps vital revenue into restaurants, hotels, retail stores, and other local businesses. When patrons attend a performing arts event, for example, they may park their car in a toll garage, purchase dinner at a restaurant, and eat dessert after the show. Valuable commerce is generated for local merchants. This study shows that the typical attendee spends \$27.79 per person, per event, in addition to the cost of admission. When a community attracts cultural tourists, it harnesses even greater economic rewards. Non-local audiences spend twice as much as their local counterparts (\$40.19 vs. \$19.53). Arts and culture is a magnet for tourists, and tourism research repeatedly shows that cultural travelers stay longer and spend more. Whether serving the local community or out-of-town visitors, a vibrant arts and culture industry helps local businesses thrive.

Right now, cities around the world are competing to attract new businesses as well as our brightest young professionals. International studies show that the winners will be communities that offer an abundance of arts and culture opportunities. As the arts flourish, so will creativity and innovation—the fuel that drives our global economy.

*Arts & Economic Prosperity III* is great news for those whose daily task is to strengthen the economy and enrich quality of life. No longer do business and elected leaders need to choose between arts and economic prosperity. Nationally, as well as locally, the arts mean business!

# Executive Summary

## THE FINDINGS OF ARTS & ECONOMIC PROSPERITY III

Every day, nonprofit arts and culture organizations are making Clackamas, Multnomah, and Washington Counties more desirable places to live and work. They provide inspiration and enjoyment to residents, beautify shared public places, and strengthen the social fabric. The 111 organizations that participated in this study represent an estimated 95% of all nonprofit arts and culture activity – demonstrating that the nonprofit arts and culture industry is also an economic driver that supports jobs, generates government revenue, and is a cornerstone of tourism.

Nonprofit arts and culture organizations pay their employees, purchase supplies, contract for services, and acquire assets from within our community. Their audiences generate event-related spending for local merchants such as restaurants, retail stores, hotels, and parking garages. This study sends an important message to community leaders that support for the arts is an investment in economic well-being.

**Total Impact.** The nonprofit arts and culture industry generates \$318.26 in the Portland metropolitan area. This industry supports 10,321 full-time equivalent jobs and generates \$27.12 million in local and state government revenue.

### ECONOMIC IMPACT OF THE NONPROFIT ARTS & CULTURE INDUSTRY (FY05-06)

(expenditures by organizations and audiences in Clackamas, Multnomah, and Washington Counties)

Total Expenditures	\$ 318.2 million
Full-Time Equivalent Jobs	10,321
Resident Household Income	\$ 206.6 million
Local Government Revenue	\$ 13.3 million
State Government Revenue	\$ 13.8 million

**Organization Spending.** Nonprofit arts and culture organizations are valuable contributors to the business community. They are employers, producers, consumers, and key promoters of the region. Nonprofit arts and culture organization spent more than \$166 million in FY05-06.

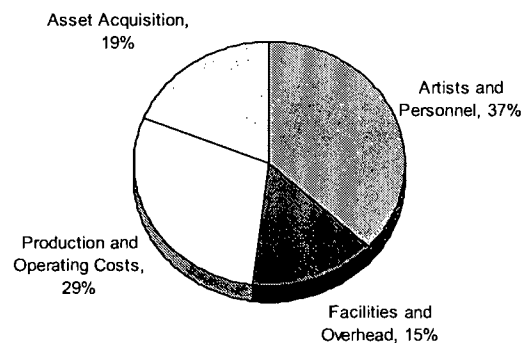
### NONPROFIT ARTS & CULTURE SPENDING (FY05-06)

Total Expenditures \$ 166.7 million

Full-Time Equivalent Jobs 2,520

Resident Household Income \$ 58.9 million

### >> EXPENDITURES BY NONPROFIT ARTS & CULTURE ORGANIZATIONS (FY05-06)



# Executive Summary

CONTINUED

**Audience Spending.** The arts and culture industry, unlike many industries, leverages a significant amount of event-related spending by its audiences. Attendance at arts events generates related commerce for local businesses such as restaurants, hotels, and retail stores. Data collected from 905 attendees at a range of arts events reveal an average spending of \$24.24 per person.

## EVENT-RELATED SPENDING BY ARTS & CULTURE

**AUDIENCES** above and beyond the cost of event admission

Total expenditures by audiences **\$ 151.5 million**

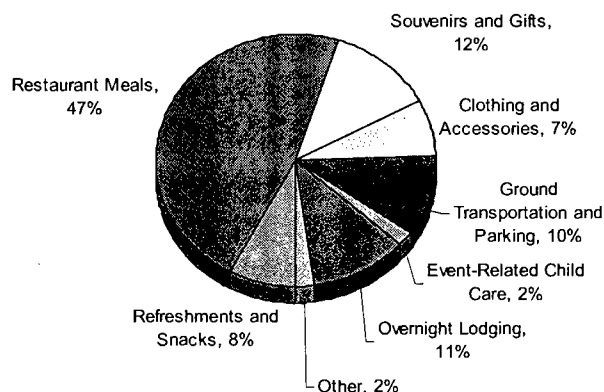
Average spending by local residents\* **\$ 19.61 per event**

Average spending by visitors **\$ 38.53 per event**

Total attendance FY05-06 **6.25 million**

\* "residents" are attendees with zip codes within Clackamas, Multnomah, and Washington Counties.

### >> SPENDING BY AUDIENCES ATTENDING ARTS & CULTURE EVENTS IN FY05-06



**Community Engagement.** Volunteerism and In-Kind Contributions provide an economic impact beyond the dollars that are measured in this report. In 2005, the Independent Sector estimated the value of the average volunteer hour to be \$18.04.

## VOLUNTEERS AND IN-KIND CONTRIBUTIONS (FY05-06)

Number of volunteers **14,015**

Total volunteer hours **648,313**

Value of volunteer hours **\$ 11.7 million**

In-Kind Contributions (value) **\$ 5.2 million**

**In summary.** This report demonstrates conclusively that investments in arts and culture yield significant economic benefits – supporting jobs, generating government revenue, and driving tourism. The arts mean business!

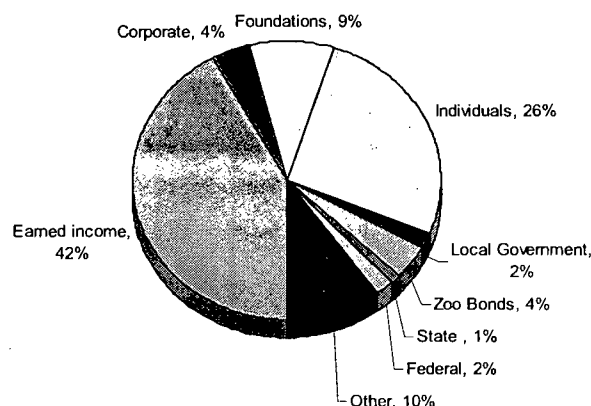
# Nonprofit Arts and Culture Organizations in the Portland Metropolitan Area

This study measures the economic impact of 111 nonprofit arts and culture organizations, and the expenditures of their patrons, on the Portland Metropolitan Area economy (including Clackamas, Multnomah, and Washington Counties). A complete list of participating organizations appears on pages 16 and 17. They have budgets ranging from \$155 to \$21,052,027.

## INCOME OF \$165.7 MILLION IN FY05-06

Earned income from tickets, admissions, tuition, retail sales, and other sources accounted for 42% of the total income of local nonprofit arts and culture organizations. The remaining 58% was generated through contributions.

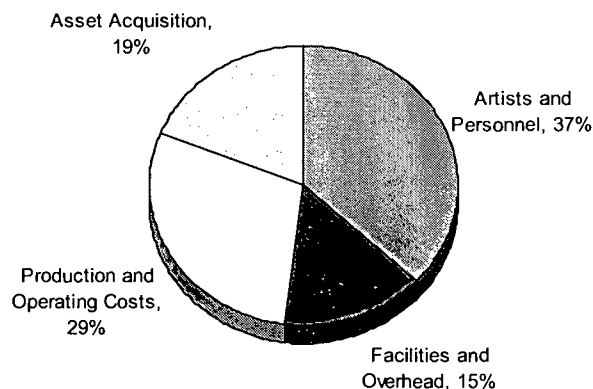
The average arts organization in the Portland metropolitan area receives less than 2% of its budget from local government sources. Only the Oregon Zoo has a dedicated revenue stream (property tax bonds) to support its operations.



"Other" income includes special event revenues and earnings from investments and endowments.

## EXPENDITURES OF \$166.7 MILLION IN FY05-06

Dollars spent on human resources typically stay within a community longer, thereby having greater local economic impact. This chart illustrates the labor-intensive nature of the arts and culture industry. Over one-third of the typical organization's expenditures are for artists and other personnel costs.



# The Economic Impact of the Local Nonprofit Arts and Culture Industry

This study uses three economic measures to define economic impact: full-time equivalent jobs, resident household income, and local and state government revenues.

- **Full-Time Equivalent (FTE) Jobs** describes the total amount of labor employed. Economists measure FTE jobs, not the total number of employees, because it is a more accurate measure that accounts for part-time employment.
- **Resident Household Income** (often called Personal Income) includes salaries, wages, and entrepreneurial income paid to local residents. It is the money residents earn and use to pay for food, mortgages, and other living expenses.
- **Revenue to Local and State Government** includes revenue from taxes (i.e., income, property, or sales) as well as funds from license fees, utility fees, filing fees, and other similar sources.

## TOTAL SPENDING = DIRECT ECONOMIC IMPACT

Total spending by nonprofit arts and culture organizations and their audiences totaled \$318.26 million in Greater Portland during FY05-06. The following table shows the direct economic impact of this spending—that is, the initial economic effect of these expenditures.

**TABLE 1: Direct Economic Impact of the Nonprofit Arts and Culture Industry in Greater Portland**  
(Spending by Nonprofit Arts and Culture Organizations and Their Audiences)

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$318,264,018	\$267,351,502	\$41,315,605
Full-Time Equivalent Jobs	5,411	4,424	778
Resident Household Income	\$101,022,000	\$76,679,000	\$13,519,000
Local Government Revenue	\$3,320,000	\$4,591,500	\$845,000
State Government Revenue	\$3,984,000	\$6,971,500	\$1,593,000



## RE-SPENDING CREATES ADDITIONAL IMPACTS

*Arts & Economic Prosperity III* uses a sophisticated economic analysis called input/output analysis to measure economic impact. It is a system of mathematical equations that combines statistical methods and economic theory. Input/output analysis enables economists to track how many times a dollar is "re-spent" within the local economy, and the economic impact generated by each round of spending. How can a dollar be re-spent? Consider the following example:

*A theater company purchases a gallon of paint from the local hardware store for \$20, generating the direct economic impact of the expenditure. The hardware store then uses a portion of the aforementioned \$20 to pay the sales clerk's salary; the sales clerk spends some of the money for groceries; the grocery store uses some of the money to pay its cashier; the cashier then spends some for the utility bill; and so on. The subsequent rounds of spending are the indirect economic impacts.*

Thus, the initial expenditure by the theater company was followed by four additional rounds of spending (by the hardware store, sales clerk, grocery store, and the cashier). The effect of the theater company's initial expenditure is the direct economic impact. The effects of the subsequent rounds of spending are all of the indirect impacts. The total impact is the sum of the direct and indirect impacts. And a dollar "ripples" through communities very differently, so a customized input/output model was created for the Portland metropolitan area.

The local expenditures in Table 1 continue to have an economic impact on the economy until the money eventually "leaks out" of the Greater Portland region. The total economic impact is the combination of the direct economic impact and the indirect economic impact. The table below shows the total economic impact of the \$318.26 million spent by nonprofit arts and culture organizations and their audiences during FY05-06.

**Table 2: TOTAL Economic Impact of the Nonprofit Arts and Culture Industry in Greater Portland**  
(Jobs and revenues created by the spending of nonprofit arts and culture organizations and their audiences)

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$318,264,018	\$267,351,502	\$41,315,605
Full-Time Equivalent Jobs	10,321	8,010	1,386
Resident Household Income	\$206,671,000	\$154,798,500	\$26,369,000
Local Government Revenue	\$13,315,000	\$11,852,000	\$2,486,000
State Government Revenue	\$13,806,000	\$14,082,500	\$3,042,000

*"Portland has long cherished its active and vibrant arts scene. Creativity is in Portland's DNA and it is an integral part of our culture, lifestyle and economy. Art is not something that exists in isolation from business enterprise. As the successful businesses in our community have taught us, and as this report shows, arts and culture infuse our community with fresh talent and help our growing economy flourish."*

**—Portland Mayor Tom Potter**

*"This study provides important, credible information about one means of increasing the economic vitality of our community. Our regional business plan calls for capitalizing on our distinctive economic assets. Supporting the nonprofit arts and culture industry is one effective way to do that."*

**—Judy Peppler**

**President, Qwest Oregon  
and Chair of the Portland Business Alliance**

*"Building and investing in the arts today ensures a future filled with inspired, innovative, and productive employees here and around the world. Life would be so boring without the arts!"*

**—Gert Boyle**

**Chairman, Columbia Sportswear Company**

## SPENDING BY ORGANIZATIONS

Nonprofit arts and culture organizations are active contributors to their business community. They are employers, producers, and consumers. They are members of the chamber of commerce as well as key partners in the marketing and promotion of their cities, regions, and states. Spending by nonprofit arts and culture organizations totaled \$166.73 million in Greater Portland during FY05-06. This spending is far-reaching: organizations pay employees, purchase supplies, contract for services, and acquire assets within their community. These actions, in turn, support jobs, create household income, and generate revenue to the local and state governments.

Data were collected from 111 nonprofit arts and culture organizations in Greater Portland. Each provided detailed budget information about more than 40 expenditure categories (e.g., labor, payments to local and non-local artists, operations, materials, facilities, and asset acquisition) for fiscal year FY05-06 or their most completed fiscal year, as well as their total attendance figures. The following tables demonstrate the direct and total impacts of this spending.

**Table 3: Direct Economic Impact of Spending by Nonprofit Arts and Culture Organizations**

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$166,729,911	\$123,162,088	\$17,346,252
Full-Time Equivalent Jobs	2,520	1,585	244
Resident Household Income	\$58,925,000	\$39,169,000	\$6,049,000
Local Government Revenue	\$1,677,000	\$1,233,000	\$179,000
State Government Revenue	\$3,364,000	\$1,668,000	\$200,000

**Table 4: TOTAL Economic Impact of Spending by Nonprofit Arts and Culture Organizations**

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$166,729,911	\$123,162,088	\$17,346,252
Full-Time Equivalent Jobs	6,207	3,825	675
Resident Household Income	\$128,009,000	\$83,488,000	\$13,310,000
Local Government Revenue	\$6,735,000	\$5,001,500	\$719,000
State Government Revenue	\$8,149,000	\$5,516,500	\$770,000

## SPENDING BY AUDIENCES

Nonprofit arts and culture, unlike most industries, leverage a significant amount of event-related spending by its audiences. For example, when patrons attend an arts event, they may pay to park their car in garage, purchase dinner at a restaurant, eat dessert after the show, and pay a babysitter upon their return home. This spending generates related commerce for local businesses such as restaurants, parking garages, hotels, and retail stores.

To measure the impact of nonprofit arts and culture audiences in Greater Portland, data were collected from 905 event attendees during 2006. Researchers used an audience-intercept methodology, a standard technique in which patrons complete a written survey about their event-related spending while attending the event. The 111 nonprofit arts and culture organizations that responded to the detailed organizational survey reported that the aggregate attendance to their events was 6.3 million. These attendees spent a total of \$151.53 million, excluding the cost of event admission. The following tables demonstrate the direct and total impacts of this spending.

**Table 5: Direct Economic Impact of Spending by Nonprofit Arts and Culture Audiences**  
(excluding the cost of event admission)

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$151,534,107	\$122,761,096	\$24,772,704
Full-Time Equivalent Jobs	2,891	2,720	500
Resident Household Income	\$42,097,000	\$31,598,500	\$7,382,000
Local Government Revenue	\$1,643,000	\$3,051,000	\$516,000
State Government Revenue	\$620,000	\$5,440,000	\$1,282,000

**Table 6: TOTAL Economic Impact of Spending by Nonprofit Arts and Culture Audiences**  
(excluding the cost of event admission)

	Greater Portland	Median of Similar Study Regions Pop. = 1,000,000 or More	National Median
Total Expenditures	\$151,534,107	\$122,761,096	\$24,772,704
Full-Time Equivalent Jobs	4,114	3,618	711
Resident Household Income	\$78,662,000	\$52,920,000	\$13,059,000
Local Government Revenue	\$6,580,000	\$5,983,500	\$1,390,000
State Government Revenue	\$5,657,000	\$8,229,000	\$2,176,000

## VISITORS SPEND MORE

In addition to spending data, the 905 audience survey respondents were asked to provide the ZIP code of their primary residence, enabling researchers to determine which attendees were local (i.e., reside within Clackamas, Multnomah, or Washington Counties) and which were non-local (reside outside those counties). In 2006, 76 percent of the 6.2 million attendees were local; 24 percent were non-local.

Non-local arts and culture event attendees spent an average of 96 percent more than local attendees per person (\$38.53 vs. \$19.61). As would be expected from a traveler, higher spending was typically found in the categories of lodging, meals, and transportation. These data demonstrate that when a community attracts cultural tourists, it harnesses significant economic rewards.

**Table 7: Event-Related Spending by Arts and Culture Event Attendees Totaled \$208.02 million**  
(excluding the cost of event admission)

	Residents	Non-Residents	All Greater Portland Event Attendees
Total Event Attendance	4,726,712	1,527,207	6,253,919
Percent of Attendees	76 percent	24 percent	100 percent
Average Dollars Spent per Attendee	\$19.61	\$38.53	\$24.24
Total Event-Related Spending	\$92,690,821	\$58,843,286	\$151,534,107

**Table 8: Nonprofit Arts and Culture Event Attendees Spend an Average of \$24.24 Per Person**  
(excluding the cost of event admission)

	Residents	Non-Residents	All Greater Portland Event Attendees
Refreshments/Snacks During Event	\$1.93	\$1.71	\$1.88
Meals Before/After Event	\$10.51	\$14.30	\$11.44
Souvenirs and Gifts	\$2.03	\$5.96	\$2.99
Clothing and Accessories	\$1.83	\$1.53	\$1.75
Ground Transportation	\$1.81	\$4.69	\$2.51
Event-Related Child Care	\$0.54	\$0.18	\$0.46
Overnight Lodging ( <i>one night only</i> )	\$0.61	\$9.04	\$2.67
Other	\$0.35	\$1.12	\$0.54
<b>Total Per Person Spending</b>	<b>\$19.61</b>	<b>\$38.53</b>	<b>\$24.24</b>

# Voluntarism and In-Kind Contributions

## AN ECONOMIC IMPACT BEYOND DOLLARS

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*Arts & Economic Prosperity III* reveals a significant contribution to nonprofit arts and culture organizations as a result of voluntarism. In FY05-06, 14,015 arts volunteers donated 648,313 hours to Greater Portland's nonprofit arts and culture organizations. This represents a donation of time with an estimated value of \$11,695,567 (Independent Sector estimates the value of the average FY05-06 volunteer hour to be \$18.04). While these arts volunteers may not have an economic impact as defined in this study, they clearly have an enormous impact by helping Greater Portland's nonprofit arts and culture organizations function as a viable industry.

In addition, the nonprofit arts and culture organizations surveyed for this study were asked about the sources and value of their in-kind support. In-kind contributions are non-cash donations such as materials (e.g., office supplies from a local retailer), facilities (e.g., rent), and services (e.g., printing costs from a local printer). The 111 responding nonprofit arts and culture organizations in Greater Portland reported that they received in-kind contributions with an aggregate value of \$5,268,882 during FY05-06. These contributions were received from a variety of sources including corporations, individuals, local and state arts agencies, and government.

*"Art and culture remind us to dream, create and innovate. They spark the imagination and challenge the mind. As learners and leaders we do more, and do it better, because of the inspiration provided by the arts."*

—Eric Parsons

Chairman, President and CEO, The Standard

*"Culture and the arts make a community come alive, drawing people and businesses together to create commerce and give back locally in countless ways. The economic, social and educational impact of a strong arts community creates vibrant, livable cities and is a critical part of sustaining long-term growth."*

—Ray Davis

CEO, Umpqua Holdings Corporation

# Conclusion

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The nonprofit arts and culture industry generates \$318.26 in the Portland metropolitan area. This industry supports 10,321 full-time equivalent jobs and generates \$27.12 million in local and state government revenue. Nonprofit arts and culture organizations, which spend \$166.73 million annually, leverage a remarkable \$151.53 million in additional spending by arts and culture audiences—spending that pumps vital revenue into local restaurants, hotels, retail stores, parking garages, and other businesses in Greater Portland. This report demonstrates conclusively that investments in arts and culture yield significant economic benefits – supporting jobs, generating government revenue, and driving tourism. **The arts mean business!**

*"This report highlights the incredible economic benefits of having a strong arts and culture community, and we continue to celebrate their fundamental value in our everyday lives. Our region's arts and culture organizations engage and inspire us, touch us and teach us, all while creating jobs, fueling the economy, sparking innovation, and making Portland a stronger competitor in the global marketplace."*

—Portland City Commissioner Sam Adams

*"In my own philanthropy and business endeavors I have seen the critical role that the arts play in stimulating creativity and in developing vital communities. As this study indicates, the arts have a crucial impact on our economy and are an important catalyst for learning, discovery, and achievement in our country."*

—Paul G. Allen

Philanthropist and Co-Founder of Microsoft

# Quick Reference

## The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in the Portland metropolitan area (FY05-06)

Economic Activity	Arts and Culture Organizations	+	Arts and Culture Audiences	=	Total Expenditures
Total Industry Expenditures	\$166,729,911		\$151,534,107		\$318,264,018

### Spending by Arts and Culture Organizations and Their Audiences Supports Jobs and Generates Government Revenue

Economic Impact of Expenditures	Economic Impact of Organizations	+	Economic Impact of Audiences	=	Total Economic Impact
Full-Time Equivalent (FTE) Jobs Supported	6,207		4,114		10,321
Household Income Paid to Residents	\$128,009,000		\$78,662,000		\$206,671,000
Revenue Generated to <u>Local</u> Government	\$6,735,000		\$6,580,000		\$13,315,000
Revenue Generated to <u>State</u> Government	\$8,149,000		\$5,657,000		\$13,806,000

### Event-Related Spending by Arts and Culture Audiences Totaled \$151.53 million (excluding the cost of admission)

Attendance to Arts and Culture Events	Resident* Attendees	+	Non-Resident* Attendees	=	All Attendees
Total Attendance to Arts and Culture Events	4,726,712		1,527,207		6,253,919
Percentage of Total Attendance	76		24		100
Average Event-Related Spending Per Person	\$19.61		\$38.53		\$24.24
Total Event-Related Expenditures	\$92,690,821		\$58,843,286		\$151,534,107

### Attendees Spend an Average of \$24.24 Per Person (excluding the cost of admission)

Category of Event-Related Expenditure	Resident Attendees	Non-Resident Attendees	All Attendees
Meals and Refreshments	\$12.44	\$16.01	\$13.32
Souvenirs and Gifts	\$2.03	\$5.96	\$2.99
Ground Transportation	\$1.81	\$4.69	\$2.51
Overnight Lodging (one night only)	\$0.61	\$9.04	\$2.67
Other/Miscellaneous	\$2.72	\$2.83	\$2.75
Average Event-Related Spending Per Person	\$19.61	\$38.53	\$24.24



# Acknowledgments

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Americans for the Arts expresses its gratitude to the many people and organizations who made Arts & Economic Prosperity III: The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Greater Portland possible and assisted in its coordination and production. Generous funding for this project was provided by the Regional Arts & Culture Council and Northwest Business for Culture & the Arts, which also served as the local project partners who were responsible for the local implementation and data collection requirements of the study.

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## PARTICIPATING NONPROFIT ARTS AND CULTURE ORGANIZATIONS

This study could not have been completed without the cooperation of the 111 nonprofit arts and culture organizations in Greater Portland, listed below, that provided detailed financial and event attendance information about their organization.

Art Gym at Marylhurst University, Artists Repertory Theatre, Arts Action Alliance Foundation, Beaverton Arts Commission, Body Vox, Broadway Rose Theatre Company, Caldera, Chamber Music Northwest, Chamber Music Society of Oregon, Columbia Symphony Orchestra, Concordia University Performing & Visual Arts, Conduit Dance, Contemporary Crafts Museum & Gallery, Cracked Pots, David York Ensemble, defunkt theatre, Disjecta, Do Jump Extremely Physical Theater, Earth Arts NW, Ethos Music Center, Film Action Oregon (formerly the Oregon Film & Video Foundation), Friends of Chamber Music, Friends of Clyde Rice, Friends of Timberline, Hillsboro Artists Regional Theatre, Historic Preservation League of Oregon, Homowo African Arts & Cultures, Hoyt Arboretum Friends Foundation, Imago Theatre, Independent Publishing Resource Center, India Cultural Association, Interstate Firehouse Cultural Center, ISing Community Choir, Jackknife Zion Horseheaven Historical Society, Kalakendra Limited, KBPS Public Radio Foundation, KMHD 89.1 FM, Lake Oswego Millennium Concert Band, Lakewood Theatre Company (aka Lakewood Center for the Arts), Literary Arts, MediaRites,

MetroArts, Metropolitan Youth Symphony, Mountain Writers Series, Mt Hood Repertory Theatre Company, Mt. Hood Cultural Center & Museum Arts Cabins Project, Multnomah Arts Center, Music Education Assistance Project, Northwest Business for Culture & the Arts, Northwest Children's Theater & School, Northwest Film Center, Northwest Professional Dance Project, Oregon Ballet Theatre, Oregon Children's Theatre Company, Oregon College of Art & Craft, Oregon Cultural Heritage Commission, Oregon Historical Society Folklife Program, Oregon Jewish Museum, Oregon Museum of Science and Industry, Oregon Repertory Singers, Oregon Symphony Association, Oregon Zoo, Orlo, Pacific Northwest College of Art, PassinArt: A Theatre Company, Performance Works NorthWest, PlayWrite, Portland Actors Conservatory, Portland Area Theatre Alliance, Portland Art Center, Portland Art Museum, Portland Baroque Orchestra, Portland Boychoir, Portland Center for the Performing Arts, Portland Center Stage, Portland Children's Museum, Portland Classical Chinese Garden, Portland Festival Symphony, Portland Gay Men's Chorus, Portland Institute for Contemporary Art (PICA), Portland Opera Association, Portland Piano International, Portland Revels, Portland Symphonic Choir, Portland Symphonic Girlchoir, Portland Taiko, Portland Theatre Works, Portland Youth Philharmonic Association, Profile Theatre Project, Quintessence Language and Imagination Theater, Regional Arts & Culture Council, Rose City Flute Choir, SCRAP - School & Community Reuse Action Project, Sojourn Theatre, South West Music School, Stumptown Stages, Tapestry Theatre Company, Tears of Joy Theatre, Third Angle New Music Ensemble, Third Rail Repertory Theatre, Troutdale Historical Society, Tualatin Historical Society, Village Gallery of Arts, West Linn-Wilsonville Music & Arts Partners, Westside Cultural Alliance, White Bird Dance, Willamette Falls Symphony, Wilsonville-Boones Ferry Historical Society, Write Around Portland, Young Audiences of Oregon & SW Washington Inc., and Young Musicians & Artists, Inc.

#### PARTICIPATING PATRONS

Additionally, this study could not have been completed without the cooperation of the 905 arts and culture patrons who generously took the time to complete the audience-intercept survey while attending an arts and culture event in Greater Portland.

#### 156 NATIONAL STUDY PARTNER REGIONS

The following are the 156 communities and regions (116 cities and counties, 35 multi-county regions, and five states) that participated in the national study, representing all 50 states and the District of Columbia.

Jefferson County, AL; Greater Birmingham Region, AL; Anchorage, AK; Homer, AK; Chandler, AZ; Eastern Maricopa County, AZ; Mesa, AZ; Phoenix, AZ; Pima County, AZ; Tempe, AZ; Northwest Arkansas Region, AR; Fullerton, CA; Glendale, CA; Humboldt County, CA; Laguna Beach, CA; Pasadena, CA; Riverside County, CA; San Francisco, CA; Santa Barbara County, CA; Santa Clara County, CA; Santa Cruz County, CA; Sonoma County, CA; Walnut Creek, CA; Boulder, CO; Colorado Springs, CO; Fort Collins, CO; Gunnison County, CO; Loveland, CO; Greater Hartford, CT; Dover, DE; Wilmington, DE; the State of Delaware; Washington, DC; Greater Washington DC Metropolitan Region; Alachua County, FL; Bay County, FL; Broward County, FL; Central Florida Region; Miami, FL; Miami Beach, FL; Miami-Dade County, FL; Orange County, FL; Orlando, FL; Palm Beach County, FL; Pinellas County, FL; Winter Park, FL; Atlanta, GA; Savannah, GA; the Island of Maui, HI; Boise, ID; Wood River Valley Region, ID; Champaign County, IL; Chicago, IL; Indianapolis, IN; Saint Joseph County, IN; Iowa Cultural Corridor Region; Salina, KS; Sedgwick County, KS; Louisville-Jefferson County, KY; Northwest Louisiana Region; Portland, ME; Baltimore, MD; Montgomery County, MD; Prince George's County, MD; Pittsfield, MA; Kalamazoo County, MI; Brainerd Lakes Region, MN; Central Minnesota; East Central Minnesota; Minneapolis, MN; Minnesota Arrowhead Region; Minnesota Lake Region; Minnesota Twin Cities' Metropolitan Region; North Central Minnesota; Northwest Minnesota; Saint Cloud, MN; Saint Paul, MN; South Central Minnesota; Southeast Minnesota; Southwest Minnesota; Washington and Chicago Counties, MN; the State of Minnesota; Lauderdale County, MS; Metropolitan Kansas City Region, MO/KS; Saint Louis City and County, MO; Missoula, MT; Lincoln, NE; Portsmouth Seacoast Area, NH/ME; Newark, NJ; New Brunswick, NJ; Doña Ana County, NM; Buncombe County, NC; Forsyth County, NC; Guilford County, NC; Mecklenburg County, NC; Wake County, NC; Fargo-Moorhead Region, ND/MN; Greater Minot Region, ND; the State of North Dakota; Clark County, NV; Greater Buffalo Region, NY; Monroe County, NY; Orange County, NY; Suffolk County, NY; Ulster County, NY; Westchester County, NY; Greater Columbus, OH; Greater Cincinnati Region, OH/KY/IN; Mansfield, OH; Tulsa, OK; Greater Portland Region, OR; Josephine County, OR; Allegheny County, PA; Bradford County, PA; Erie County, PA; Greater Harrisburg Region, PA; Greater Philadelphia Region, PA; Lackawanna County, PA; Lancaster, PA; Luzerne County, PA; Lehigh Valley Region, PA; Philadelphia County, PA; Somerset County, PA; the State of Pennsylvania; Providence, RI; Greater Columbia, SC; Black Hills Region, SD; Nashville-Davidson County, TN; Abilene, TX; Austin, TX; Houston, TX; Iron County, UT; Greater Burlington, VT; Windham County, VT; Alexandria, VA; Arlington County, VA; Fairfax, VA; Fairfax County, VA; Bainbridge Island, WA; Seattle, WA; Tacoma, WA; Whatcom County, WA; Wheeling, WV; Dane County, WI; Greater Milwaukee Region, WI; La Crosse, WI; Marathon County, WI; Milwaukee County, WI; Northeast Wisconsin Region, WI; Oshkosh, WI; Pierce County, WI; Polk County, WI; St. Croix County, WI; St. Croix Valley Region, WI; the State of Wisconsin; and Teton County, WY.

# Appendix A:

## Comparisons with Other Study Regions

For the purpose of this study, Greater Portland is defined as Clackamas, Multnomah, and Washington Counties. Using this definition, the population of Greater Portland was estimated to be 1,523,690 during FY05-06 according to the most recent data available from the U.S. Census Bureau. The table below compares the economic impact results for Greater Portland with those of other regional study participants, as well as a few examples from communities that studied only their city (not the larger metropolitan region).

For more comparisons, data tables containing the detailed survey results for all 156 communities that participated in *Arts & Economic Prosperity III* are located in Appendix A of the full National Report. All three national study reports are available for download and purchase at [www.AmericansForTheArts.org/EconomicImpact](http://www.AmericansForTheArts.org/EconomicImpact), including the Highlights Brochure, the Summary Report, and the full National Report.

### Comparisons Among Some of the Other Participating Communities

Study Region -- Multi-County	2005 Population	Total Industry Expenditures (Organizations & Audiences)	Full-Time Equivalent Jobs	Resident Household Income	Local Government Revenue	State Government Revenue
Northwest Arkansas	367,295	\$16,210,374	518	\$9,791,000	\$342,000	\$1,123,000
St. Croix Valley Region (WI,MN)	527,870	\$16,450,861	384	\$7,161,000	\$435,000	\$1,144,000
Northwest Louisiana	569,974	\$89,771,334	2,367	\$49,859,000	\$6,942,000	\$5,920,000
Greater Columbia, SC	575,350	\$56,255,506	2,206	\$38,416,000	\$2,689,000	\$3,801,000
Lehigh Valley, PA	680,159	\$169,109,467	6,216	\$92,956,000	\$6,817,000	\$11,130,000
East Maricopa County, AZ	838,862	\$82,687,274	2,512	\$49,785,000	\$3,395,000	\$4,836,000
Greater Buffalo, NY	1,147,711	\$155,294,034	4,740	\$95,904,000	\$14,902,000	\$9,150,000
<b>Portland, OR metro area</b>	<b>1,523,690</b>	<b>\$318,264,018</b>	<b>10,321</b>	<b>\$206,671,000</b>	<b>\$13,315,000</b>	<b>\$13,806,000</b>
Greater Harrisburg, PA	1,546,753	\$62,115,008	2,123	\$40,704,000	\$2,862,000	\$4,204,000
Kansas City Metro Region (MO,KS)	1,609,434	\$279,328,031	8,789	\$231,542,000	\$9,538,000	\$13,707,000
Greater Birmingham, AL	1,634,707	\$136,448,046	4,397	\$87,031,000	\$5,623,000	\$7,638,000
Greater Cincinnati Region (OH,KY,IN)	1,940,545	\$279,856,713	9,675	\$189,514,000	\$14,118,000	\$18,873,000
Greater Milwaukee, WI	1,968,951	\$249,720,184	8,359	\$164,580,000	\$14,673,000	\$18,245,000
Minnesota Twin Cities Metro Region	2,746,987	\$719,504,854	19,069	\$568,742,000	\$17,268,000	\$62,839,000
Central FL Region (including Orlando)	3,497,472	\$165,312,100	5,661	\$111,717,000	\$8,966,000	\$11,720,000
Greater Washington DC Metro Region	3,684,021	\$1,156,704,133	26,731	\$607,976,000	\$50,380,000	\$37,331,000
Greater Philadelphia, PA	3,890,181	\$1,335,924,526	35,827	\$763,117,000	\$67,326,000	\$84,368,000
<b>Study Region -- Cities Only</b>						
Atlanta, GA	470,688	\$274,804,821	8,211	\$167,167,000	\$14,135,000	\$12,938,000
Seattle, WA	573,911	\$259,803,713	6,289	\$140,003,000	\$9,653,000	\$11,294,000
Austin, TX	690,252	\$271,694,936	8,625	\$154,766,000	\$16,965,000	\$10,527,000
San Francisco, CA	739,426	\$1,032,652,270	27,837	\$547,999,000	\$41,493,000	\$51,610,000
Allegheny County, PA (incl. Pittsburgh)	1,235,841	\$341,562,860	10,192	\$204,294,000	\$15,282,000	\$18,522,000
Chicago, IL	2,842,518	\$1,091,780,667	30,134	\$628,736,000	\$58,092,000	\$45,005,000

# Appendix B:

## About This Study

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The *Arts & Economic Prosperity III* study was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 156 communities and regions (116 cities and counties, 35 multi-county regions, and five states)—representing all 50 states and the District of Columbia.

The diverse communities range in population (4,000 to 3 million) and type (rural to urban). The study focuses solely on nonprofit arts and culture organizations and their audiences. Public arts councils and public presenting facilities/institutions are included as are select programs embedded within another organization (that have their own budget and play a substantial role in the cultural life of the community). The study excludes spending by individual artists and the for-profit arts and entertainment sector (e.g., Broadway or the motion picture industry). Detailed expenditure data were collected from 6,080 arts and culture organizations and 94,478 of their attendees. The project economists, from the Georgia Institute of Technology, customized input/output analysis models for each study region to provide specific and reliable economic impact data about their nonprofit arts and culture industry, specifically full-time equivalent jobs, household income, and local and state government revenue.

### THE 156 LOCAL AND REGIONAL STUDY PARTNERS

Americans for the Arts published a Call for Participants in FY05-06 seeking communities interested in participating in the *Arts & Economic Prosperity III* study. Of the more than 200 potential partners that expressed interest, 156 agreed to participate and complete four participation criteria: (1) identify and code the universe of nonprofit arts and culture organizations in their study region; (2) disseminate, collect, and review for accuracy expenditure surveys from those organizations; (3) conduct audience-intercept surveys at a minimum of 16 diverse arts events; and

(4) pay a modest cost-sharing fee (no community was refused participation for an inability to pay).

The Regional Arts & Culture Council (RACC) and Northwest Business for Culture & the Arts (NW/BCA) responded to the FY05-06 Call for Participants, and agreed to complete the four participation criteria.

### SURVEYS OF NONPROFIT ARTS AND CULTURE ORGANIZATIONS

Each of the 156 study regions attempted to identify its complete universe of nonprofit arts and culture organizations using the Urban Institute's National Taxonomy of Exempt Entity (NTEE)<sup>2</sup> codes as a guideline. Eligible nonprofit arts and culture organizations—those whose primary purpose is to promote appreciation for and understanding of the visual, performing, folk, and media arts—received a web-based survey. Sent via email, the survey collected detailed information about their FY05-06 fiscal year expenditures in more than 40 expenditure categories, including labor, local and non-local artists, operations, materials, facilities, and asset acquisition. Data were collected from 6,080 organizations for this study. Response rates for the 156 communities averaged 41.3 percent and ranged from 10.4 percent to 100 percent. Responding organizations had budgets ranging from a low of \$0 to a high of \$159.2 million. Each study region's results are based solely on the actual survey data collected, not on fiscal projections. The less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

The following NTEE<sup>1</sup> categories of nonprofit arts, culture, and humanities organizations were included in this study:

- A02, Management and Technical Assistance Organizations
- A03, Professional Societies and Associations
- A05, Research Institutes and Policy Analysis Organizations
- A11, Single Support Organizations
- A12, Fund Raising and Fund Distributing Organizations
- A23, Cultural and Ethnic Awareness Organizations
- A24, Folk Arts and Traditional Arts Organizations
- A25, Arts Education Organizations
- A26, Arts Councils and City Presenting Facilities
- A31, Film and Video Organizations
- A32, Public Access Television Studios
- A40, Visual Arts Organizations
- A45, Architectural Organizations
- A46, Drawing Organizations
- A47, Ceramic Arts Organizations
- A48, Art Conservation Organizations
- A51, Art Museums
- A52, Children's Museums
- A53, Folk Arts and Ethnic Museums
- A54, History Museums
- A55, Marine and Maritime Museums
- A56, Natural History and Natural Science Museums
- A57, Science and Technology Museums
- A58, Sports and Hobby Museums
- A59, Specialized Museums
- A61, Performing Arts Centers
- A62, Dance Organizations
- A63, Ballet Organizations
- A64, Choreography Organizations
- A65, Theaters
- A66, Playwriting Organizations
- A67, Musical Theaters
- A68, Music Organizations
- A69, Symphony Orchestras
- A6A, Theaters
- A6B, Singing or Choral Organizations
- A6C, Music Groups, Bands, or Ensembles
- A6D, Music Composition Organizations
- A6E, Performing Arts Schools
- A71, Art History Organizations
- A76, Literary Service Organizations and Activities

- A82, Historical Societies
- A84, Fairs, Festivals, and other Commemorative Events
- A91, Artist Service Organizations

In Greater Portland, 111 out of 215 potentially eligible nonprofit arts and culture organizations identified by the Regional Arts and Culture Council responded to the survey. 100% of eligible organizations with budgets of \$500,000 and above responded to the survey, and the responding organizations had a range of operating budgets from \$155 to \$21,052,027. A vast majority of the organizations that did *not* respond have ceased operations in 2006 and/or had annual operating budgets of less than \$10,000.

#### SURVEYS OF NONPROFIT ARTS AND CULTURE AUDIENCES

Audience-intercept surveying, a common and accepted research method, was completed in 152 of the 156 study regions to measure spending by audiences at nonprofit arts and culture events. Patrons were asked to complete a short survey while attending an event. A total of 94,478 attendees completed the survey for an average of 673 surveys per community. The randomly selected respondents provided itemized expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data were collected throughout 2006 (to guard against seasonal spikes or drop-offs in attendance) as well as at a broad range of events (a night at the opera will typically yield more spending than a Saturday children's theater production, for example). Using total attendance data for FY05-06 (collected from the organization surveys), standard statistical methods were then used to derive a reliable estimate of total expenditures by attendees in each community. The survey respondents provided information about the entire party with whom they were attending the event. With an average travel party size of three people, these data actually represent the spending patterns of more than 280,000 attendees, significantly increasing the reliability of the data.

In Greater Portland, a total of 905 audience intercept surveys were collected from attendees to nonprofit arts and culture events during 2006.

## ECONOMIC ANALYSIS

A common theory of community growth is that an area must export goods and services if it is to prosper economically. This theory is called economic-base theory, and it depends on dividing the economy into two sectors: the export sector and the local sector. Exporters, such as automobile manufacturers, hotels, and department stores, obtain income from customers outside of the community. This "export income" then enters the local economy in the form of salaries, purchases of materials, dividends, and so forth, and becomes income to local residents. Much of it is re-spent locally; some, however, is spent for goods imported from outside of the community. The dollars re-spent locally have a positive economic impact as they continue to circulate through the local economy. This theory applies to arts organizations as well as to other producers.

### STUDYING ECONOMIC IMPACT USING INPUT/OUTPUT ANALYSIS

To derive the most reliable economic impact data, input-output analysis is used to measure the impact of expenditures by nonprofit arts and culture organizations and their audiences. This is a highly regarded type of economic analysis that has been the basis for two Nobel Prizes in economics. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. The analysis traces how many times a dollar is re-spent within the local economy before it leaks out, and it quantifies the economic impact of each round of spending. This form of economic analysis is well suited for this study because it can be customized specifically to each community.

An input/output model was customized for Greater Portland based on the local dollar flow between 533 finely detailed industries within its economy. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce (e.g., County Business Patterns, Regional Economic Information System, Survey of State and Local Finance), local tax data (income taxes, business taxes, property taxes, and

miscellaneous local option taxes), as well as the survey data from the responding nonprofit arts and culture organizations and their audiences.

### THE INPUT/OUTPUT PROCESS

The input-output model is based on a table of 533 finely detailed industries showing local sales and purchases. The local and state economy of each community is researched so the table can be customized for each community. The basic purchase patterns for local industries are derived from a similar table for the U.S. economy for 2002 (the latest detailed data available from the U.S. Department of Commerce). The table is first reduced to reflect the unique size and industry mix of the local economy, based on data from County Business Patterns and the Regional Economic Information System of the U.S. Department of Commerce. It is then adjusted so that only transactions with local businesses are recorded in the inter-industry part of the table. This technique compares supply and demand and estimates the additional imports or exports required to make total supply equal total demand. The resulting table shows the detailed sales and purchase patterns of the local industries. The 533-industry table is then aggregated to reflect the general activities of 32 industries plus local households, creating a total of 33 industries. To trace changes in the economy, each column is converted to show the direct requirements per dollar of gross output for each sector. This direct-requirements table represents the "recipe" for producing the output of each industry.

The economic impact figures for *Arts & Economic Prosperity III* were computed using what is called an "iterative" procedure. This process uses the sum of a power series to approximate the solution to the economic model. This is what the process looks like in matrix algebra:

$$T = IX + AX + A_2X + A_3X + \dots + A_nX.$$

T is the solution, a column vector of changes in each industry's outputs caused by the changes represented in the column vector X. A is the 33 by 33 direct-requirements matrix. This equation is used to trace the direct expenditures attributable

to nonprofit arts organizations and their audiences. A multiplier effect table is produced that displays the results of this equation. The total column is T. The initial expenditure to be traced is IX (I is the identity matrix, which is operationally equivalent to the number 1 in ordinary algebra). Round 1 is AX, the result of multiplying the matrix A by the vector X (the outputs required of each supplier to produce the goods and services purchased in the initial change under study). Round 2 is A2X, which is the result of multiplying the matrix A by Round 1 (it answers the same question applied to Round 1: "What are the outputs required of each supplier to produce the goods and services purchased in Round 1 of this chain of events?"). Each of columns 1 through 12 in the multiplier effects table represents one of the elements in the continuing but diminishing chain of expenditures on the right side of the equation. Their sum, T, represents the total production

required in the local economy in response to arts activities.

Calculation of the total impact of the nonprofit arts on the outputs of other industries (T) can now be converted to impacts on the final incomes to local residents by multiplying the outputs produced by the ratios of household income to output and employment to output. Thus, the employment impact of changes in outputs due to arts expenditures is calculated by multiplying elements in the column of total outputs by the ratio of employment to output for the 32 industries in the region. Changes in household incomes, local government revenues, and state government revenues due to nonprofit arts expenditures are similarly transformed. The same process is also used to show the direct impact on incomes and revenues associated with the column of direct local expenditures.

## FOOTNOTE

- <sup>1</sup> The National Taxonomy of Exempt Entities (NTEE)—developed by the National Center for Charitable Statistics at the Urban Institute—is a definitive classification system for nonprofit organizations recognized as tax exempt by the Internal Revenue Code. This system divides the entire universe of nonprofit organizations in ten broad categories, including "Arts, Culture, and Humanities." The Urban Institute estimates that 100,000 are in operation in 2007.

# Appendix C:

## Frequently Used Terms

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### CULTURAL TOURISM

Travel directed toward experiencing the arts, heritage, and special character of a place.

### DIRECT ECONOMIC IMPACT

A measure of the economic effect of the initial expenditure within a community. For example, when the symphony pays its players, each musician's salary, the associated government taxes, and full-time equivalent employment status represent the direct economic impact.

### DIRECT EXPENDITURES

The first round of expenditures in the economic cycle. A paycheck from the symphony to the violin player and a ballet company's purchase of dance shoes are examples of direct expenditures.

### ECONOMETRICS

The process of using statistical methods and economic theory to develop a system of mathematical equations that measures the flow of dollars between local industries. The input-output model developed for this study is an example of an econometric model.

### ECONOMETRICIAN

An economist who designs, builds, and maintains econometric models.

### FULL-TIME EQUIVALENT (FTE) JOBS

A term that describes the total amount of labor employed. Economists measure FTE jobs—not the total number of employees—because it is a more accurate measure of total employment. It is a manager's discretion to hire one full-time employee, two half-time employees, four quarter-time employees, etc. Almost always, more people are affected than are reflected in the number of FTE jobs reported due to the abundance of part-time

employment, especially in the nonprofit arts and culture industry.

### INDIRECT IMPACT

Each time a dollar changes hands, there is a measurable economic impact. When people and businesses receive money, they re-spend much of that money locally. Indirect impact measures the effect of this re-spending on jobs, household income, and revenue to local and state government. It is often referred to as secondary spending or the dollars "rippling" through a community. When funds are eventually spent non-locally, they are considered to have "leaked out" of the community and therefore cease to have a local economic impact. Indirect impact is the sum of the impact of all rounds of spending.

### INPUT-OUTPUT ANALYSIS

A system of mathematical equations that combines statistical methods and economic theory in an area of economic study called econometrics. Economists use this model (occasionally called an inter-industry model) to measure how many times a dollar is re-spent in, or "ripples" through, a community before it leaks out (see Leakage). The model is based on a matrix that tracks the dollar flow between 533 finely detailed industries in each community. It allows researchers to determine the economic impact of local spending by nonprofit arts and culture organizations on jobs, household income, and government revenue.

### LEAKAGE

The money that community members spend outside of a community. This non-local spending has no economic impact within the community. A ballet company purchasing shoes from a non-local manufacturer is an example of leakage. If the shoe company were local, the expenditure would remain



within the community and create another round of spending by the shoe company.

**MULTIPLIER** (often called Economic Activity Multiplier)

An estimate of the number of times that a dollar changes hands within the community before it leaks out of the community (for example, the theater pays the actor, the actor spends money at the grocery store, the grocery store pays its cashier, and so on). This estimate is quantified as one number by which all expenditures are multiplied. For example, if the arts are a \$10 million industry and a multiplier of three is used, then it is estimated that these arts organizations have a total economic impact of \$30 million. The convenience of a multiplier is that it is one simple number; its shortcoming, however, is its reliability. Users rarely note that the multiplier is developed by making gross estimates of the industries within the local economy with no allowance for differences in the characteristics of those industries, usually resulting in an overestimation of the economic impact. In contrast, the input-output model employed in *Arts & Economic Prosperity III* is a type of economic analysis tailored specifically to each community and, as such, provides more reliable and specific economic impact results.

**RESIDENT HOUSEHOLD INCOME** (often called Personal Income)

The salaries, wages, and entrepreneurial income residents earn and use to pay for food, mortgages, and other living expenses. It is important to note that resident household income is not just salary. When a business receives money, for example, the owner usually takes a percentage of the profit, resulting in income for the owner.

**REVENUE TO LOCAL AND STATE GOVERNMENT**

Local and state government revenue is not derived exclusively from income, property, sales, and other taxes. It also includes license fees, utility fees, user fees, and filing fees. Local government revenue includes funds to city and county government, schools, and special districts.

# Appendix D:

## Frequently Asked Questions

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### HOW WERE THE 156 PARTICIPATING COMMUNITIES AND REGIONS SELECTED?

In FY05-06, Americans for the Arts published a Call for Participants for communities interested in participating in the *Arts & Economic Prosperity III* study. Of the more than 200 participants that expressed interest, 156 agreed to participate and complete four participation criteria: (1) identify and code the universe of nonprofit arts and culture organizations in their study region; (2) disseminate, collect, and review for accuracy expenditure surveys from those organizations; (3) conduct audience-intercept surveys at a minimum of 15 diverse arts events; and (4) pay a modest cost-sharing fee (no community was refused participation for an inability to pay).

### HOW WERE THE ELIGIBLE NONPROFIT ARTS ORGANIZATIONS IN EACH COMMUNITY SELECTED?

Local partners attempted to identify their universe of nonprofit arts and culture organizations using the Urban Institute's National Taxonomy of Exempt Entity (NTEE) codes as a guideline. Eligible organizations included those whose primary purpose is to promote appreciation for and understanding of the visual, performing, folk, and media arts. Public arts councils, public presenting facilities or institutions, and embedded organizations that have their own budget also were included if they play a substantial role in the cultural life of the community.

### WHAT TYPE OF ECONOMIC ANALYSIS WAS DONE TO DETERMINE THE STUDY RESULTS?

An input-output analysis model was customized for each of the participating communities and regions to determine the local economic impact their nonprofit arts and culture organizations and arts audiences. Americans for the Arts, which conducted the research, worked with a highly regarded economist to design the input-output model used for this study.

### WHAT OTHER INFORMATION WAS COLLECTED IN ADDITION TO THE ARTS SURVEYS?

In addition to detailed expenditure data provided by the surveyed organizations, extensive wage, labor, tax, and commerce data were collected from local, state, and federal governments for use in the input-output model.

### WHY DOESN'T THIS STUDY USE A MULTIPLIER?

When many people hear about an economic impact study, they expect the result to be quantified in what is often called a multiplier or an economic activity multiplier. The economic activity multiplier is an estimate of the number of times a dollar changes hands within the community (e.g., a theater pays its actor, the actor spends money at the grocery store, the grocery store pays the cashier, and so on). It is quantified as one number by which expenditures are multiplied. The convenience of the multiplier is that it is one simple number. Users rarely note, however, that the multiplier is developed by making gross estimates of the industries within the local economy and does not allow for differences in the characteristics of those industries. Using an economic activity multiplier usually results in an overestimation of the economic impact and therefore lacks reliability.

### HOW IS THE ECONOMIC IMPACT OF ARTS AND CULTURE ORGANIZATIONS DIFFERENT FROM OTHER INDUSTRIES?

Any time money changes hands there is a measurable economic impact. Social service organizations, libraries, and all entities that spend money have an economic impact. What makes the economic impact of arts and culture organizations unique is that, unlike most other industries, they induce large amounts of related spending by their audiences. For example, when patrons attend a performing arts event, they may purchase dinner at a restaurant, eat dessert after the show, and return home and pay the baby-sitter. All of these expenditures have a positive and measurable impact on the economy.

REPORT PARTNERS



NORTHWEST BUSINESS  
FOR CULTURE & THE ARTS



NATIONAL PARTNERS



NATIONAL CONFERENCE  
of STATE LEGISLATURES  
*The Forum for America's Ideas*





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 8-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-6  
Est. Start Time: 10:25 AM  
Date Submitted: 07/26/07

**Agenda Title:** **NOTICE OF INTENT to Apply for a Library Services and Technology Act (LSTA) Grant from the Oregon State Library for "This Is How I Use My Library"**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 5 minutes  
Department: Library Division: Director's Office  
Contact(s): Becky Cobb  
Phone: 503/988-5499 Ext. 85499 I/O Address: 317  
Presenter(s): Penny Hummel, Public Relations Manager

### General Information

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

Request approval to apply for a Library Services & Technology Act grant through the Oregon State Library for a one-year grant to produce an educational DVD for speakers of Russian, Vietnamese and Chinese on how to use the library.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

A recent needs assessment completed last year confirmed that, after speakers of English and Spanish, the next three largest language groups in Multnomah County are speakers of Russian, Vietnamese, and Chinese. These language communities are large and increasing at a significant rate; census data show that people claiming Russian, Ukrainian, Vietnamese, or Chinese ancestry comprise 5% of the county population. While the county population increased by no more than 4% from 2000 to 2005, each of these language communities experienced double-digit growth: the Russian-speaking community grew by 25%; the Vietnamese community grew by at least 18%; and the Chinese community grew by at least 20%. With extremely high rates of Low English Proficiency, these communities greatly need the types of services and materials that the library can provide. However, they are also at greatest risk for being unaware of how best to use the library's resources, hindered by a lack of prior cultural experience using public libraries, and hampered by the

fact that less than 1% of the library's staff can speak Russian, Vietnamese, or Chinese.

The goal of this project is to increase the use of the public library by speakers of Russian, Vietnamese, and Chinese. Measurable objectives include: contracting with a technical writer to write a script that will demonstrate how to use the public library; translating the script into three languages; recruiting "on camera" volunteers; contracting with a qualified video production service vendor to produce three DVD educational products for use on the library's website; in training, and in outreach efforts; and distributing copies of each DVD to Oregon's public libraries.

This project supports program offer #80009 – Public Communications. Library communications helps residents use their Library by offering accurate, up-to-date information about library hours, locations, services, programs, and events. Providing instructional materials in other languages will increase the Library's ability to assist residents in library use.

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

This is a one-year grant project with a total budget of \$191,593.

**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.**

Speakers of the three languages will be recruited to serve as authentic "on camera" speakers in each of the three different DVD versions.

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## ATTACHMENT A

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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 Oregon State Library is the granting agency.

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

Local matching support for grant projects funded from LSTA sources is not required by federal or state regulations. However, cash and/or in-kind support is expected as evidence of local commitment to the project objectives. Quarterly progress reports are required, with a full report at the end of the project.

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

This is a one year, one time project. The total budget is \$191,593, with \$78,252 local in-kind support (personnel), and \$113,341 requested in LSTA funds.

- **What are the estimated filing timelines?**

The full grant proposal is due August 17, 2007.

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

The grant will begin on February 1, 2008 and end on January 31, 2009.

- **When the grant expires, what are funding plans?**

This is a one time project so future funding will not be required.

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

Indirect charges will be covered by the LSTA funds.

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## ATTACHMENT B

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### Required Signatures

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Elected Official or  
Department/  
Agency Director:

*Molly Raphael*

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Date: 07/26/07

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Budget Analyst:

*Chris*

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Date: 07/26/07

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# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 8-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-7  
Est. Start Time: 10:28 AM  
Date Submitted: 07/26/07

**Agenda Title:** **NOTICE OF INTENT to Apply for a Library Services and Technology Act (LSTA) Grant from the Oregon State Library for "Families Reading Together / Familias Leyendo Juntas"**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 5 minutes  
Department: Library Division: Outreach Services  
Contact(s): Becky Cobb  
Phone: 503/988-5499 Ext. 85499 I/O Address: 317  
Presenter(s): Ellen Fader, Youth Services Coordinator

### General Information

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

Request approval to apply for a Library Services and Technology Act grant through the Oregon State Library for the first year of a two year grant to implement "Families Reading Together / Familias Leyendo Juntas".

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Children's literacy results from considerable adult participation, guidance, and instruction. Research demonstrates that reading aloud to children is the single most important activity that parents and education specialists can do to help children build the understanding and skills necessary to succeed as readers and students. Parental literacy is one of the single most important indicators of a child's success. However, many parents, especially those for whom English is not their first language, need assistance in learning the research-based effective techniques that can help their children develop comprehension strategies. The National Assessment of Educational Progress has concluded that "youngsters whose parents are functionally illiterate are twice as likely to be functionally illiterate themselves. Further, by age four, children who live in poor families will have heard 32 million fewer words than children living in professional families." The U.S. Census reports that in Multnomah County 12.9% persons live in poverty, 16.6% speak a language other than English, and 33% of



adults perform at the lowest literacy skill levels. Nationally recognized instructional models and curricula developed by Motherhead, Inc. will provide library staff with new techniques to work with parents with low literacy levels in diverse settings, instructing parents in the skills of reading aloud and understanding literature, thus increasing the frequency with which they read or tell stories to their children (ages 2-11).

The multi-layered goal of this project is to: build parenting, critical thinking and literacy skills; improve family communication; and promote reading and story sharing in the home. Measurable objectives include: hiring one half-time library outreach specialist to coordinate parent trainings; releasing up to five project staff to be trained in three of Motherhead's curricula; promoting and offering 32 parent education sessions in special settings (e.g. adult basic education, substance abuse treatment programs) for 480 parents; selecting 1,000 multicultural titles to share with parents; customizing our services to address gaps in our programs and collections that touch on family literacy; and creating new parent education materials for eventual translation into Spanish.

The project supports program offer #80006/Early Childhood Resources. Early Childhood Resources (ECR) improves the reading readiness of children entering kindergarten by providing their parents and caregivers with early literacy and brain development information, hands-on literacy activities, and demonstrations of the best way to share books with their children. Services are directed toward families whose children are at risk of low literacy. Families Reading Together will increase the number of parents, teen parents and, caregivers reached in English and Spanish with early literacy information, and increase the number of children served.

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

This is the first year of a two-year grant project with a total budget in the first year of \$158,076.

**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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## ATTACHMENT A

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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 Oregon State Library is the granting agency.

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

Local matching support for grant projects funded from LSTA sources is not required by federal or state regulations. However, cash and/or inkind support is expected as evidence of local commitment to the project objectives. Quarterly progress reports are required, with a full report at the end of the project.

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

This is the first year of an expected two year project. The total budget for the first year is \$158,076, with \$12,810 in local cash, \$58,196 in local inkind (personnel), and \$87,070 requested in LSTA funds.

- **What are the estimated filing timelines?**

The full grant proposal is due August 17, 2007.

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

The grant will begin on February 1, 2008 and end on January 31, 2009 unless a second year is funded.

- **When the grant expires, what are funding plans?**

The plan is to request a 2<sup>nd</sup> year of LSTA funding. At the close of the second year, staff will have been trained to use the Motherhead curriculum and can incorporate it into their on-going work. We will also add this curriculum to the roster of programs we offer on a contractual basis to partner organizations, such as public schools and social service organizations, who secure funding to offer the program to their enrolled families.

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

Indirect charges will be covered by the LSTA funds.

## ATTACHMENT B

### Required Signatures

Elected Official or  
Department/  
Agency Director:

*Molly Raphael*

Date: 07/26/07

Budget Analyst:

*Chris*

Date: 07/26/07



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-8  
Est. Start Time: 10:30 AM  
Date Submitted: 07/24/07

**Agenda Title:** **RESOLUTION Establishing Fees and Charges for Chapter 21, Health, of the Multnomah County Code, and Repealing Resolution No. 06-097**

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

**Requested Meeting Date:** August 9, 2007 **Amount of Time Needed:** 10 mins  
**Department:** Health **Division:** Community Health Services  
**Contact(s):** Lila Wickham  
**Phone:** 503 988-3400 **Ext.** 22404 **I/O Address:** 420/1  
**Presenter(s):** Lila Wickham, Environmental Health Manager and Debe Nagy Nero, Chair Food Service Advisory Committee

### General Information

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

Adoption of resolution updating food and pool license fees.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

This action will allow for recovery of administrative costs. A comprehensive time analysis was performed identifying the actual inspection time for each type of inspection conducted by health inspectors. This time study information was used in conjunction with a state mandated formula to create license fees that reflect the time spent for the service using a full service recovery methodology. The proposed fees are reflective of actual direct time and associated full cost recovery methodology.

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

None--will allow for recovery of administrative costs.

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

The proposed fees will allow for recovery of costs associated with the provision of inspections, monitoring and licensing of specific categories of food and pool, facilities in January 2008.

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

The Multnomah County Board-appointed citizen advisory group (Food Service Advisory Committee) reviewed and approved the fee proposal.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**

*Jillian Shirley / WS*

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**Date:** 07-21-07

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Establishing Fees and Charges for Chapter 21, Health, of the Multnomah County Code, and Repealing Resolution No. 06-097

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

- a. Chapter 21, Health, of the Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 06-097 establishing fees for MCC Chapter 21, Health, on June 15, 2006.
- c. The Board wishes to increase existing fees to recover actual service costs effective January 1, 2008.

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

1. **Effective January 1, 2008, the fees and charges for Chapter 21, Health, of the Multnomah County Code are set as follows:**

**Section 21.150. SWIMMING POOL LICENSE FEE.**

First two pools, each:	\$390
Each additional pool:	\$195
First two seasonal pools, each:	\$260
Each additional seasonal pool:	\$160

**Section 21.151. SWIMMING POOL AND SPA PLAN REVIEW FEES.**

Minor Plan Review	\$190
Plan review, New Construction or Complete Replacement $\geq 2,000$ square feet	\$1,175
Plan review, New Construction or Complete Replacement $< 2,000$ square feet	\$935
Renewal of construction permit pool or spa	\$75

The definition of minor plan review, new construction or complete replacement shall be established by department administrative policy.

**Section 21.152 INCREASED FREQUENCY INSPECTION, REINSTATEMENT AND LATE FEES**

(A) Increased Frequency Inspection \$120

(B) Reinstatement or Late Fee 50% of fee

Section 21.408. APPLICATION FOR LICENSE (EMS)

Each ambulance: \$250

Section 21.605. CERTIFICATE FEES

- (A) All food handlers trained under MCC 21.603 shall pay the health department a \$5 fee for the issuance of an original food handler's certificate.
- (B) All other food handlers shall pay the health department a program participation fee at \$5.00 for certification and \$5.00 for each test or retest.
- (C) All food handlers shall pay the health department a \$5 fee for the issuance of a replacement certificate.

Section 21.610. FOOD SERVICE LICENSE FEE.

For the services of the department of health in connection with issuance of food service licenses, the department shall collect a fee from every applicant, at the time of application.

The following fee structure shall apply for full-service restaurants, limited-service restaurants, or commissary licenses issued or applied for between January 1 and September 30:

Seating capacity 0 – 15	\$375
Seating capacity 16 – 50	\$465
Seating capacity 51 – 150	\$555
Seating capacity over 150	\$650
Limited-service restaurants	\$275
Commissaries	\$335

The following fee structure shall apply for full-service restaurants, limited-service restaurants, or commissary licenses issued or applied for between October 1 and December 31:

Seating capacity 0 – 15	\$185
Seating capacity 16 – 50	\$230
Seating capacity 51 – 150	\$275
Seating capacity over 150	\$325
Limited-service restaurants	\$135
Commissaries	\$170

For the following special food service facilities, the following fees shall be charged for licenses issued or applied for:

Temporary restaurants:	
1 day	\$105

2 or more days	\$160
Warehouses	\$215
Mobile units as defined by OAR 333-162-0020	\$250

<b>Vending Machines:</b>		
	1-10 units	\$325
	11-20 units	\$395
	21-30 units	\$460
	31-40 units	\$575
	41-50 units	\$665
	51-75 units	\$905
	76-100 units	\$1145
	101-250 units	\$1625
	251-500 units	\$2105
	501-750 units	\$2615
	751-1,000 units	\$3065
	1,001-1500	\$3550
	> 1500	\$4030

The following fee structure shall apply for limited service, combined facilities limited service, mobile units, warehouses or vending machines issued or applied for between October 1 and December 31:

Warehouses		\$105
Mobile units as defined by OAR 333-162-0020		\$125
Vending Machines:		
	1-10 units	\$160
	11-20 units	\$200
	21-30 units	\$230
	31-40 units	\$285
	41-50 units	\$330
	51-75 units	\$450
	76-100 units	\$570
	101-250 units	\$810
	251-500 units	\$1050
	501-750 units	\$1305
	751-1,000 units	\$1530
	1,001-1,500	\$1775
	>1,500	\$2015

#### Section 21.611. FOOD SERVICE PLAN REVIEW

Mobile unit plan review	\$290
Remodel Plan Review	\$310
New construction Plan Review	\$375

Benevolent organizations are subject to food service plan review fees.



**Section 21.612. PAYMENT OF LICENSE FEES, REINSPECTION FEES;  
DELINQUENCY.**

(B) Reinstatement or Late Fee 50% of fee

(F)

Temporary license on intermittent basis with less than six retail vendors	\$160 per month
Temporary license on Intermittent basis with six or more retail vendors	\$160 per month for first four months of operation within a calendar year,  \$10 for the fifth month of operation within a calendar year, not to exceed the maximum full service restaurant fee

(G) Temporary Restaurant License Late Fee \$50

(H) Food Service Benevolent Administrative Processing Fee

For the administrative services of the department of health in connection with Benevolent organization" defined in ORS 624.028 and 624.067 \$50

(I) Increased frequency inspection \$120 for each additional inspection

(J) Inspection of mobile unit licensed In another jurisdiction \$25

**Section 21.613. BED AND BREAKFAST FACILITIES; FOOD SERVICE LICENSE FEES.**

Annual license fee \$190

**Section 21.650. TOURIST AND TRAVELERS FACILITIES LICENSE FEES.**

Tourist and travelers facilities and recreation parks:		
	1-25 units:	\$220
	26-50 units:	\$255
	51-75 units:	\$315
	76-100 units	\$330
	101 units and over:	\$330 plus \$1 per unit over 100 units

Recreational Vehicle Parks		
	1-25 units	\$360
	26-50 units	\$490
	51-75 units	\$510
	76-100 units	\$530
	100 units and over	\$530 plus \$1 per unit over 100 units
	Picnic parks:	\$165
	Organizational camps:	\$295
	Day camps	\$255

**Section 21.651. BED AND BREAKFAST FACILITIES; TOURIST ACCOMMODATIONS LICENSE FEE.**

Annual license fee \$110

**Section 21.652 REINSTATEMENT AND LATE FEES**

(B) Reinstatement or Late Fee 50% of fee

**Section 21.708. HEARING.**

Deposit for each witness  
subpoenaed for hearing \$15

2. This resolution is effective and Resolution 06-097 is repealed on January 1, 2008.

ADOPTED this 9th day of August 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Lillian Shirley, Director of the Department of Health

**BOGSTAD Deborah L**

---

**From:** WICKHAM Lila A  
**Sent:** Wednesday, August 08, 2007 1:23 PM  
**To:** BOGSTAD Deborah L  
**Cc:** KINOSHITA Carol  
**Subject:** Letter re R8 Commissioner Meeting Aug 9

Deb,

Debe Nagy Nero, the Chair of the Food Service Advisory Committee, was scheduled to present with met tomorrow re: R8. She was called out of town yesterday due to a death in the family. She sent the attached letter of support for R8. Should I bring the letter with me and give it to you for inclusion with this agenda item or can you transmit it to the Commissioners for tomorrow's meeting?

8/8/2007



109 W 12TH STREET VANCOUVER, WA 98660

A NORTHWEST RESTAURANT COMPANY

TEL 360.694.1521 FAX 360.694.9114

Multnomah County Board of Commissioners  
501 SE Hawthorne  
Portland, Oregon 97214

August 6, 2007

Dear Commissioners,

As the Chairman of the Multnomah County Food Service Advisory Committee, my committee and I had the opportunity to review the proposed fee increases with the Multnomah County Environmental Health Program staff. At our meeting on April 19, 2007 we approved these fee increases.

We understand that through a cost analysis this increase is needed to bring all the fees into alignment with the 2004 state fees. And that since this was a considerable increase for these categories the increase has happened over time.

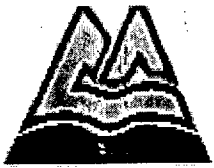
This will ensure that the high level of service from the Environmental program will continue to ensure the safety of our area restaurants and their patrons.

As the Chair of this committee we appreciate the opportunity to have input into these matters that affect the restaurant community.

Sincerely,

*Debe Nagy-Nero*

Debe Nagy-Nero  
Chairman  
Multnomah County Food Service Advisory Committee



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH  
3653 SE 34<sup>th</sup> Ave  
PORTLAND, OREGON 97202  
(503) 988-3400  
FAX (503) 988-5844  
<http://www.mchealthinspect.org>

TED WHEELER, CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY, DISTRICT 1 COMMISSIONER  
JEFF COGEN, DISTRICT 2 COMMISSIONER  
LISA NAITO, DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS, DISTRICT 4 COMMISSIONER

*"Honor culture, celebrate diversity and inspire quality"*

## Environmental Health Inspection Fees

- Business Services conducted a fiscal analysis using a time study to identify fees
  - ★ Inspections vary by the type of inspection, fees have been calculated with actual inspection time plus travel time, county and health department costs
  - ★ The fully loaded hourly rate for an EHS is \$115.00 per hour
- All 76 inspection fee categories were increased in January 2007
- Seven fee categories increased significantly. The full cost was not implemented for those categories in 2007 to allow for a three year phase in of full cost recovery.
- The seven fee categories not capturing full cost recovery are proposed to be increased in 2008 and will be proposed to be increased with the entire fee schedule in 2009.
- The Food Service Advisory Committee has reviewed and approved the fee increase

	CY 06 Approved rates	CY 07 Rates according to time study	CY 07 Approved Rates	CY 08 Proposed Rates	Dif between CY 07 & CY 08	CY 07 # of license
Seating Capacity 0-15	\$325.00	\$407.00	\$350.00	\$375.00	6.67%	596
Limited Service Restaurant	\$200.00	\$333.00	\$220.00	\$275.00	20.00%	48
Warehouse	\$180.00	\$216.00	\$190.00	\$215.00	11.63%	35
Pool/Spa Yr Round 1-2	\$285.00	\$496.00	\$315.00	\$390.00	19.23%	243
Pool/Spa Yr Round over 2 each additional	\$140.00	\$320.00	\$160.00	\$195.00	17.95%	20
Pool/Spa Seasonal 1-2	\$285.00	\$258.00	\$285.00	\$260.00	-9.62%	322
Pool/Spa Seasonal over 2	\$140.00	\$168.00	\$140.00	\$160.00	12.50%	9

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-137**

Establishing Fees and Charges for Chapter 21, Health, of the Multnomah County Code, and Repealing Resolution No. 06-097

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

- a. Chapter 21, Health, of the Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 06-097 establishing fees for MCC Chapter 21, Health, on June 15, 2006.
- c. The Board wishes to increase existing fees to recover actual service costs effective January 1, 2008.

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

1. **Effective January 1, 2008, the fees and charges for Chapter 21, Health, of the Multnomah County Code are set as follows:**

**Section 21.150. SWIMMING POOL LICENSE FEE.**

First two pools, each:	\$390
Each additional pool:	\$195
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Each additional seasonal pool:	\$160

**Section 21.151. SWIMMING POOL AND SPA PLAN REVIEW FEES.**

Minor Plan Review	\$190
Plan review, New Construction or Complete Replacement $\geq 2,000$ square feet	\$1,175
Plan review, New Construction or Complete Replacement $< 2,000$ square feet	\$935
Renewal of construction permit pool or spa	\$75

The definition of minor plan review, new construction or complete replacement shall be established by department administrative policy.

**Section 21.152 INCREASED FREQUENCY INSPECTION, REINSTATEMENT AND LATE FEES**

(A) Increased Frequency Inspection \$120

(B) Reinstatement or Late Fee 50% of fee

Section 21.408. APPLICATION FOR LICENSE (EMS)

Each ambulance: \$250

Section 21.605. CERTIFICATE FEES

- (A) All food handlers trained under MCC 21.603 shall pay the health department a \$5 fee for the issuance of an original food handler's certificate.
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- (C) All food handlers shall pay the health department a \$5 fee for the issuance of a replacement certificate.

Section 21.610. FOOD SERVICE LICENSE FEE.

For the services of the department of health in connection with issuance of food service licenses, the department shall collect a fee from every applicant, at the time of application.

The following fee structure shall apply for full-service restaurants, limited-service restaurants, or commissary licenses issued or applied for between January 1 and September 30:

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Commissaries	\$335

The following fee structure shall apply for full-service restaurants, limited-service restaurants, or commissary licenses issued or applied for between October 1 and December 31:

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Commissaries	\$170

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2 or more days	\$160
Warehouses	\$215
Mobile units as defined by OAR 333-162-0020	\$250

<b>Vending Machines:</b>		
	1-10 units	\$325
	11-20 units	\$395
	21-30 units	\$460
	31-40 units	\$575
	41-50 units	\$665
	51-75 units	\$905
	76-100 units	\$1145
	101-250 units	\$1625
	251-500 units	\$2105
	501-750 units	\$2615
	751-1,000 units	\$3065
	1,001-1500	\$3550
	> 1500	\$4030

The following fee structure shall apply for limited service, combined facilities limited service, mobile units, warehouses or vending machines issued or applied for between October 1 and December 31:

Warehouses		\$105
Mobile units as defined by OAR 333-162-0020		\$125
Vending Machines:		
	1-10 units	\$160
	11-20 units	\$200
	21-30 units	\$230
	31-40 units	\$285
	41-50 units	\$330
	51-75 units	\$450
	76-100 units	\$570
	101-250 units	\$810
	251-500 units	\$1050
	501-750 units	\$1305
	751-1,000 units	\$1530
	1,001-1,500	\$1775
	>1,500	\$2015

#### Section 21.611. FOOD SERVICE PLAN REVIEW

Mobile unit plan review	\$290
Remodel Plan Review	\$310
New construction Plan Review	\$375

Benevolent organizations are subject to food service plan review fees.



Section 21.612. PAYMENT OF LICENSE FEES, REINSPECTION FEES;  
DELINQUENCY.

(B) Reinstatement or Late Fee 50% of fee

(F)

Temporary license on intermittent basis with less than six retail vendors	\$160 per month
Temporary license on Intermittent basis with six or more retail vendors	\$160 per month for first four months of operation within a calendar year,  \$10 for the fifth month of operation within a calendar year, not to exceed the maximum full service restaurant fee

(G) Temporary Restaurant License Late Fee \$50

(H) Food Service Benevolent Administrative Processing Fee

For the administrative services of the department of health in connection with Benevolent organization" defined in ORS 624.028 and 624.067 \$50

(I) Increased frequency inspection \$120 for each additional inspection

(J) Inspection of mobile unit licensed In another jurisdiction \$25

Section 21.613. BED AND BREAKFAST FACILITIES; FOOD SERVICE LICENSE FEES.

Annual license fee \$190

Section 21.650. TOURIST AND TRAVELERS FACILITIES LICENSE FEES.

Tourist and travelers facilities and recreation parks:		
	1-25 units:	\$220
	26-50 units:	\$255
	51-75 units:	\$315
	76-100 units	\$330
	101 units and over:	\$330 plus \$1 per unit over 100 units

Recreational Vehicle Parks		
	1-25 units	\$360
	26-50 units	\$490
	51-75 units	\$510
	76-100 units	\$530
	100 units and over	\$530 plus \$1 per unit over 100 units
	Picnic parks:	\$165
	Organizational camps:	\$295
	Day camps	\$255

Section 21.651. BED AND BREAKFAST FACILITIES; TOURIST ACCOMMODATIONS LICENSE FEE.

Annual license fee \$110

Section 21.652 REINSTATEMENT AND LATE FEES

(B) Reinstatement or Late Fee 50% of fee

Section 21.708. HEARING.

Deposit for each witness subpoenaed for hearing \$15

2. This resolution is effective and Resolution 06-097 is repealed on January 1, 2008.

ADOPTED this 9th day of August 2007.

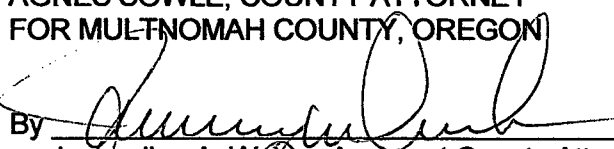


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Lillian Shirley, Director of the Department of Health



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 8-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-9  
Est. Start Time: 10:35 AM  
Date Submitted: 07/18/07

### BUDGET MODIFICATION: HD - 02

**Budget Modification HD-02 Appropriating \$10,000 National Association of County and City Health Officials Funding to Support Continued Development and Expansion of the Health Department's Volunteer Health Reserve Corps Program**

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

Requested Meeting Date:	<u>August 9, 2007</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Lester A. Walker, Finance and Budget Manager</u>		
Phone:	<u>503-988-3674</u>	Ext.	<u>26457</u>
Presenter(s):	<u>Zumana Rios, Program Development Specialist</u>		
I/O Address:	<u>167/2/210</u>		

### General Information

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

Approval of appropriation of \$10,000 in FY08 funding from the National Association of County & City Health Officials (NACCHO) to support continued development and expansion of the Health Department's volunteer Health Reserve Corps (HRC) Program.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Health Department received funding from the Office of the Surgeon General to establish a volunteer Health Reserve Corps from 2002-2005. The HRC is a voluntary unit made up of approximately 200 local licensed health care professionals who will be called upon to assist in the response to large-scale health or medical emergencies.

The Health Reserve Corps program provides a unique opportunity for health professionals to become a prepared and effective part of the health response to an emergency. Identifying and

training providers prior to an emergency increases our county's ability to rapidly and effectively respond to community health needs as they occur.

Multnomah County Health Reserve Corps volunteers have participated in a number of response activities including Health Department emergency preparedness exercises, Project Homeless Connect, and Operation Welcome Oregon (local response to support Hurricane Katrina victims).

Since our initial reserve corps grant funding from the Surgeon General ended in December 2005, we have maintained our unit at baseline service. We add new volunteers when we receive applications, and we maintain our capacity to activate the unit in the event of an emergency. Since our funding ended, we have had to temporarily halt regular activities such as our volunteer training/orientation sessions and quarterly newsletters.

This grant award from NACCHO allows us to continue to build our unit and ensure all volunteers receive adequate orientation to the program and their roles in an emergency.

This action supports Program Offer 40005 – Public Health and Regional Health Systems Emergency. It supports the Safety Team's strategy: "to prepare, prevent, and respond to emergencies."

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

Approval of this budget modification will increase the Health Department's FY08 Federal/State budget by \$10,000.

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

N/A

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

The Health Reserve Corps (HRC) is made up of citizens who live or work in Multnomah County and are licensed health care providers. Citizens will participate in HRC orientation sessions, trainings and exercises, and be activated to support the Health Department's response to large-scale emergencies.

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

The Health Department's FY08 federal/state revenue will increase by \$10,000 as a result of the work performed under this grant.

- **What budgets are increased/decreased?**

The Health Department's Director's Office – Regional Emergency Preparedness FY08 federal/state budget will increase by a total of \$10,000: Personnel, Insurance, Benefits will increase by \$7,635, Materials and Supplies by \$530, Travel & Training by \$500, Internal Services by \$540, and Indirect by \$795.

- **What do the changes accomplish?**

Funding from NACCHO will allow us to dedicate resources to further develop our Heath Reserve Corps. We will carry out the following activities:

1. Resume evening volunteer training/orientation sessions.
2. Create and distribute program newsletters for volunteers and expand our recruitment efforts.
3. Address core competencies for Medical Reserve Corps volunteers developed by the national program.
4. In working towards National Incident Management System (NIMS) compliance, we will alert our volunteers to Federal Emergency Management Agency (FEMA's) ICS-700 course so that they are aware of how our Medical Reserve Corps unit is integrated into the overall response activities in our community.

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

This budget modification increases FY08 FTE by 0.10 FTE (an existing Program Development Specialist position will increase from .90 to 1.00 FTE.) The Program Development Specialist will incorporate Medical Reserve Corps core competencies and NIMS into our volunteer training/orientation curriculum and support delivery of sessions.

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

The grant revenue covers these 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 revenue is one-time-only. We anticipate that NACCHO will continue to offer funding in the future.

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

The grant covers the period 7/1/07 – 6/30/08.

- **If a grant, when the grant expires, what are funding plans?**

We are exploring other funding sources to sustain activities. The department will not backfill expired grant funds with county general fund.

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

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## ATTACHMENT B

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**BUDGET MODIFICATION: HD - 02**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*Jillian Shulley / W2*

**Date:** 07/16/07

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 07/18/07

**Department HR:**

*Kathleen Hellerbee*

**Date:** 07/16/07

**Countywide HR:**

**Date:**

Budget Modification ID: **HD-08-02****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: 2008

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	40-20	32254	30			4CA99-01-1	50195	0	(10,000)	(10,000)		NACCHO Grant
2	40-20	32254	30			4CA99-01-1	60000	0	4,894	4,894		Personnel: .10 FTE Prog Dev Spec
3	40-20	32254	30			4CA99-01-1	60130	0	1,423	1,423		Salary Related Expense
4	40-20	32254	30			4CA99-01-1	60140	0	1,319	1,319		Insurance Benefits
5	40-20	32254	30			4CA99-01-1	60180	0	130	130		Printing
6	40-20	32254	30			4CA99-01-1	60240	0	400	400		Supplies
7	40-20	32254	30			4CA99-01-1	60260	0	500	500		Travel & Training
8	40-20	32254	30			4CA99-01-1	60350	0	211	211		Central Indirect
9	40-20	32254	30			4CA99-01-1	60355	0	584	584		Department Indirect
10	40-20	32254	30			4CA99-01-1	60380	0	390	390		Intl Svc Data Proc
11	40-20	32254	30			4CA99-01-1	60410	0	100	100		Intl Svc Motor Pool
12	40-20	32254	30			4CA99-01-1	60460	0	50	50		Intl Svc Dist/Postage
13									0			
14	19	1000	20		9500001000		50310		(211)	(211)		Indirect reimbursement revenue in GF
15	19	1000	20		9500001000		50470		211	211		CGF Contingency expenditure
16									0			
17	40-90	1000	30		409050		50370		(584)	(584)		Indirect Dept reimbursement revenue in GF
18	40-90	1000	30		409001		60000		584	584		Off setting Dept expenditure in GF
19									0			
20	72-10	3500	20		705210		50316		(1,319)	(1,319)		Insurance Revenue
21	72-10	3500	20		705210		60330		1,319	1,319		Offsetting expenditure
22									0			
23	72-55	3501	20		904100		50310		(100)	(100)		Budgets receipt of Motor Pool svc reimb
24	72-55	3501	20		904100		60240		100	100		Budgets offsetting expenditure
25									0			
26	72-55	3504	20		904400		50310		(50)	(50)		Budgets receipt of service reimbursement
27	72-55	3504	20		904400		60230		50	50		Budgets offsetting expenditure
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

Budget Modification ID: **HD-08-02****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: 2008

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	72-60	3503	20		709105		50310		(390)	(390)		Budgets receipt of Data Processing reimb
31	72-60	3503	20		709105		60240		390	390		Budgets offsetting expenditures
32									0			
33									0			
34									0			
35									0			
36									0			
37									0			
38									0			
39									0			
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58									0			
										0	0	Total - Page 2
										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).

32.09%

29.08%

Fringe

6.50%

Insurance1

\$5,149

\$10,005

Insurance2

**ANNUALIZED**

Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32254	6021	61167	Program Development Specialist	712581	0.10	4,893	1,423	1,319	7,634
									0
									0
									0
									0
									0
									0
									0
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									0
									0
									0
									0
			<b>TOTAL ANNUALIZED CHANGES</b>		<b>0.10</b>	<b>4,893</b>	<b>1,423</b>	<b>1,319</b>	<b>7,634</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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32254	6021	61167	Program Development Specialist	712581	0.10	4,893	1,423	1,319	7,634
									0
									0
									0
									0
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									0
									0
									0
			<b>TOTAL CURRENT FY CHANGES</b>		<b>0.10</b>	<b>4,893</b>	<b>1,423</b>	<b>1,319</b>	<b>7,634</b>



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 8-09-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-10  
Est. Start Time: 10:40 AM  
Date Submitted: 07/26/07

**Agenda Title:** NOTICE OF INTENT to Apply for a One Time Only Edward Byrne  
Discretionary Grant in the Amount of \$768,092

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

Date Requested:	<u>August 9, 2007</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Adult Services Division</u>
Contact(s):	<u>Robb Freda-Cowie</u>		
Phone:	<u>503 988-5820</u>	Ext.	<u>85820</u>
	I/O Address:		<u>503/250</u>
Presenter(s):	<u>Andrew Altman</u>		

### General Information

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

Approval to apply for one time only funding through the Bureau of Justice Assistance.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.**

The goal of this grant will be to implement, enhance and expand DCJ's Use of Force training program across the four counties that make up the Portland Metropolitan Region of Oregon by sharing staffing resources.

This grant is a collaboration grant between Multnomah, Washington, Clackamas and Columbia counties. The idea is to hire temporary staff to free up permanent parole officers to become certified instructors. Once certified, these instructors will learn and implement the comprehensive curriculum that will be developed during this grant period, to meet the needs of each county. The certification of the new instructors will increase capacity to fulfill the training needs for the four counties. The grant strategies and goals will be sustained beyond the grant period by the increased training capacity and curriculum.

The key deliverables at the end of the twelve month grant period are: a comprehensive training curriculum; development of evaluation instruments; certify thirteen new instructors; and provide

training for 249 law enforcement officers in a new curriculum.

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

DCJ is applying for \$768,092 to be spent between October 1; 2007 and September 30, 2008.

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

N/A

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

N/A

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## ATTACHMENT A

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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?**  
Bureau of Justice Assistance
- **Specify grant (matching, reporting and other) requirements and goals.**  
A match is not required, but is encouraged. All four counties are contributing staff time as match for the grant program. Ten county funded positions will be attending instructor certification trainings and contribution those hours as match.
- **Explain grant funding detail – is this a one time only or long term commitment?**  
This is one time only funding for a 12 month period beginning October 1, 2007. It is a capacity and enhancement grant that requires sustainability. Sustainability will be accomplished by increasing the number of certified instructors. DCJ is the fiscal agent applying for \$768,092 of which \$268,941 will be passed through to Washington, Clackamas and Columbia counties.
- **What are the estimated filing timelines?**  
Application was due June 25<sup>th</sup>, 2007.
- **If a grant, what period does the grant cover?**  
October 1, 2007 to September 30, 2008. The portion of grant funds that will be budgeted for FY 2009 is \$189,719.
- **When the grant expires, what are funding plans?**  
There are no plans for continuation as these are one-time-only funds. The grant funds allow us to increase the instructor base across the four counties. The increase instructors allow us to meet the training needs of all our counties combined.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
These costs are included in the proposed budget. Central indirect is budgeted at \$16,280 and Department indirect is budgeted at \$40,879.

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## ATTACHMENT B

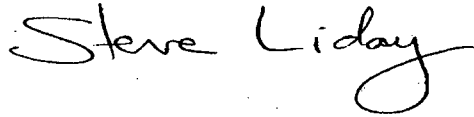
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### Required Signatures


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Department/  
Agency Director:



Date: July 23, 2007

Budget Analyst:



Date: July 26, 2007



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 8-9-07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 08/06/07  
Agenda Item #: R-11  
Est. Start Time: 10:45 AM  
Date Submitted: 07/26/07

### BUDGET MODIFICATION: DCHS - 03

**Budget Modification DCHS-03 Increasing Aging and Disability Services Division Appropriation by \$47,438 to Reflect Additional Allocation from Oregon**  
**Agenda Department of Veterans' Affairs for Enhancement and Expansion of Veterans**  
**Title: Services, and Adding a New .80 FTE Veterans Services Officer Position**

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

Requested Meeting Date:	<u>August 9, 2007</u>	Amount of Time	<u>5 minutes</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Aging &amp; Disability Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503-988-3691</u>	Ext:	<u>26858</u>
		I/O Address:	<u>167/620</u>
Presenter(s):	<u>Mary Shortall</u>		

### General Information

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

The Department of County Human Services recommends approval of budget modification DCHS-03 for enhancement and expansion of Veterans Services by adding a new 0.80 FTE Veterans Services Officer position in Aging and Disability Services, Community Services.

#### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Oregon Department of Veterans' Affairs (ODVA) is providing additional revenue to the Department of County Human Services (DCHS), Aging and Disability Services Division (ADSD) for enhancement and expansion of Veterans' services within Multnomah County in compliance with Senate Bill 5541. These funds, budgeted in Program Offer # 25020, will allow the Veteran Services Office to serve approximately 500 additional veterans and dependents each year.

Veterans' Services enhancements will provide increased outreach and distribution of informational

materials regarding Veteran Services to veterans, their spouses, and dependents through the ADSD Helpline, partner agencies, nine District Senior Centers and home visits for housebound or disabled veterans. In addition, the Veteran Service Officer will conduct trainings on Veterans' benefits to case managers and social workers within Multnomah County's human services network.

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

This budget modification increases the Aging & Disability Services appropriation from ODVA by \$47,438 and brings the current fiscal year budget in line with the increased FY 2007-2009 biennium allocation of \$208,442.

Personnel costs increase by \$44,107 to fund a new 0.80 FTE Veterans Services Officer position.

Material & Services costs increase by \$3,331.

Service reimbursements from the Fed/State fund will increase as follows: Risk Management Fund \$9,679; Telecommunications Fund \$991; Fleet Services Fund \$365; Mail & Distribution \$498.

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

ORS 406.460 "Limitation on use of funds by county governing body" requires that the County not use any new Oregon Department of Veterans' Affairs funds to supplant the level of support the County has provided to the County Veteran Service Office in previous years.

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

N/A

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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

This budget modification increases Aging & Disabilities Services Division appropriation by \$47,438 from ODVA. The additional revenue funds payroll and materials & services for a new 0.80 FTE Veterans Services Officer position to enhance and expand veterans' services within Multnomah County.

- **What budgets are increased/decreased?**

Aging & Disability Services appropriation increases by \$47,438.

Internal service provider's budgets increase by a total of \$11,533.

- **What do the changes accomplish?**

The changes increase FY08 resources from ODVA by \$47,438. This will enhance and expand veterans' services and also provide an additional 0.80 FTE Veterans Services Officer position which will allow the Veteran's Services Office to serve approximately 500 additional veterans and dependents each year.

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

Yes. The additional funding provides for an additional 0.80 FTE Veterans Services Officer position.

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

The additional revenue does not cover indirect charges.

- **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 additional revenue is part of a FY2007-2009 biennial allocation from the State of Oregon.

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

The current allocation covers the period from July 1, 2007 to June 30, 2009.

- **If a grant, when the grant expires, what are funding plans?**

If the current level of funding is not sustained, then the position will be eliminated.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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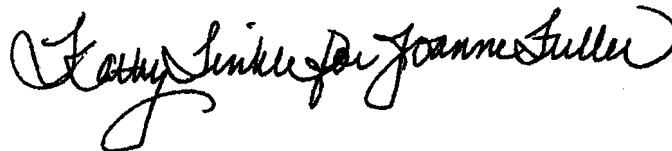


## ATTACHMENT B

BUDGET MODIFICATION: DCHS - 03

### Required Signatures

Elected Official  
or Department/  
Agency Director:



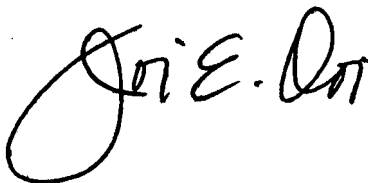
Date: 07/25/07

Budget Analyst:



Date: 07/31/07

Department HR:



Date: 07/25/07

Countywide HR:

Date:

Budget Modification ID: **DCHS-03****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: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Program Offer	Cost Center	WBS Element						
1	30-45	23950	40	25020		ADSDIVVSDVA	60000		12,916	12,916		Base [700295]
2	30-45	23950	40	25020		ADSDIVVSDVA	60130		3,206	3,206		Fringe
3	30-45	23950	40	25020		ADSDIVVSDVA	60140		4,077	4,077		Insurance
4	30-45	23950	40	25020		ADSDIVVSDVA	50180		(20,199)	(20,199)		IG-OP-Direct St
5												
6	30-45	23950	40	25021		ADSDIVVSDVA	60000		(7,416)	(7,416)		Base [710435]
7	30-45	23950	40	25021		ADSDIVVSDVA	60130		(2,157)	(2,157)		Fringe
8	30-45	23950	40	25021		ADSDIVVSDVA	60140		(2,946)	(2,946)		Insurance
9	30-45	23950	40	25021		ADSDIVVSDVA	50180		12,519	12,519		IG-OP-Direct St
10												
11	30-45	23950	40	25020		ADSDIVVSDVA	60000		23,536	23,536		Base [New]
12	30-45	23950	40	25020		ADSDIVVSDVA	60130		6,844	6,844		Fringe
13	30-45	23950	40	25020		ADSDIVVSDVA	60140		6,775	6,775		Insurance
14	30-45	23950	40	25020		ADSDIVVSDVA	60270		519	519		Local Travel & Mileage
15	30-45	23950	40	25020		ADSDIVVSDVA	60340		229	229		Dues & Subscriptions
16	30-45	23950	40	25020		ADSDIVVSDVA	60370		991	991		Telephone Services
17	30-45	23950	40	25020		ADSDIVVSDVA	60410		365	365		Motor Pool Services
18	30-45	23950	40	25020		ADSDIVVSDVA	60460		498	498		Mail & Distribution
19	30-45	23950	40	25020		ADSDIVVSDVA	50180		(39,757)	(39,757)		IG-OP-Direct St
20												
21												
22	30-45	1000	40	25020		ADSDIVCS201GF	60000		(20,120)	(20,120)		Base [700295]
23	30-45	1000	40	25020		ADSDIVCS201GF	60130		(6,918)	(6,918)		Fringe
24	30-45	1000	40	25020		ADSDIVCS201GF	60140		(4,510)	(4,510)		Insurance
25												
26												
27												
28												
29												
										(31,548)	0	Total - Page 1
										0	0	GRAND TOTAL

Budget Modification ID: **DCHS-03****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: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Program Offer	Cost Center	WBS Element						
30	30-45	1000	40	25021		ADSDIV49IGF	60000		7,416	7,416		Base [710435]
31	30-45	1000	40	25021		ADSDIV49IGF	60130		2,157	2,157		Fringe
32	30-45	1000	40	25021		ADSDIV49IGF	60140		2,946	2,946		Insurance
33												
34												
35	30-45	1000	40	25020		ADSDIVCS201GF	60000		11,592	11,592		Base [New]
36	30-45	1000	40	25020		ADSDIVCS201GF	60130		3,371	3,371		Fringe
37	30-45	1000	40	25020		ADSDIVCS201GF	60140		3,337	3,337		Insurance
38	30-45	1000	40	25020		ADSDIVCS201GF	60180		328	328		Printing
39	30-45	1000	40	25020		ADSDIVCS201GF	60240		301	301		Supplies
40	30-45	1000	40	25020		ADSDIVCS201GF	60260		100	100		Travel & Training
41												
42												
43												
44	72-10	3500	20		705210		50316		(9,679)	(9,679)		Svc Reim F/S to Risk Mgmt
45	72-10	3500	20		705210		60330		9,679	9,679		Claims Paid
46												
47	72-60	3503	20		709525		50310		(991)	(991)		Svc Reim F/S to Telecomm.
48	72-60	3503	20		709525		60200		991	991		Communication
49												
50	72-55	3501	20		904100		50310		(365)	(365)		Svc Reim F/S to Fleet
51	72-55	3501	20		904100		60240		365	365		Supplies
52												
53	72-55	3504	20		904400		50310		(498)	(498)		Svc Reim F/S to Mail Services
54	72-55	3504	20		904400		60230		498	498		Postage
55												
56												
57												
58												
										31,548	0	Total - Page 2
										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			
Prg	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
25020	6290	62953	Veterans Services Officer	700295	(1.00)	(53,766)	(17,253)	(13,231)	(84,250)
25020	6290	62953	Veterans Services Officer	700295	1.00	46,562	13,540	12,799	72,901
25020	6290	62953	Veterans Services Officer	New	0.80	35,129	10,215	10,112	55,456
25021	6001	64632	OA-2	710435	(0.50)	(14,832)	(4,313)	(5,892)	(25,037)
25021	6001	64632	OA-2	710435	0.50	14,832	4,313	5,892	25,037
			TOTAL ANNUALIZED CHANGES		0.80	27,925	6,502	9,680	44,107

**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			
Prg	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
25020	6290	62953	Veterans Services Officer	700295	(1.00)	(53,766)	(17,253)	(13,231)	(84,250)
25020	6290	62953	Veterans Services Officer	700295	1.00	46,562	13,540	12,799	72,901
25020	6290	62953	Veterans Services Officer	New	0.80	35,129	10,215	10,112	55,456
25021	6001	64632	OA-2	710435	(0.50)	(14,832)	(4,313)	(5,892)	(25,037)
25021	6001	64632	OA-2	710435	0.50	14,832	4,313	5,892	25,037
									0
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									0
									0
TOTAL CURRENT FY CHANGES					0.80	27,925	6,502	9,680	44,107



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST short form

## Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-12  
Est. Start Time: 10:50 AM  
Date Submitted: 07/24/07

**Agenda Title:** First Reading of a Proposed Special Ordinance Designating Disposition of Tax Foreclosed Property and Declaring an Emergency

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

Date Requested: August 9, 2007 Time Requested: 5 mins  
Department: Community Services Division: Tax Title  
Contact(s): Gary Thomas  
Phone: 503-988-3590 Ext. 22591 I/O Address: 503/4/TT  
Presenter(s): Gary Thomas

## 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 owner ERIC C. REMLINGER and adopt the Special Ordinance Designating Disposition of Tax Foreclosed Property and Declaring an Emergency.

### 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The subject property (as shown in Exhibit A) was foreclosed on for delinquent property taxes and came into County ownership on September 25, 2006. A letter dated October 30, 2006 was sent to the former owner of record, ERIC C. REMLINGER, providing the opportunity to repurchase the property. Mr. Remlinger contacted the County on December 6, 2006, requesting the payoff information to repurchase the property within the 30 days provided by Multnomah County Code Chapter 7.

Although Mr. Remlinger continued to work with the County since November 2006, to complete the repurchase, certain complications related to financing, made it difficult to complete the repurchase within the 30 day timeline provided for under the County Code. The Tax Title Program recommends the Board approve this repurchase.

This action affects our Vibrant Communities Program Offer by placing a tax foreclosed property back onto the tax roll.

**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.**

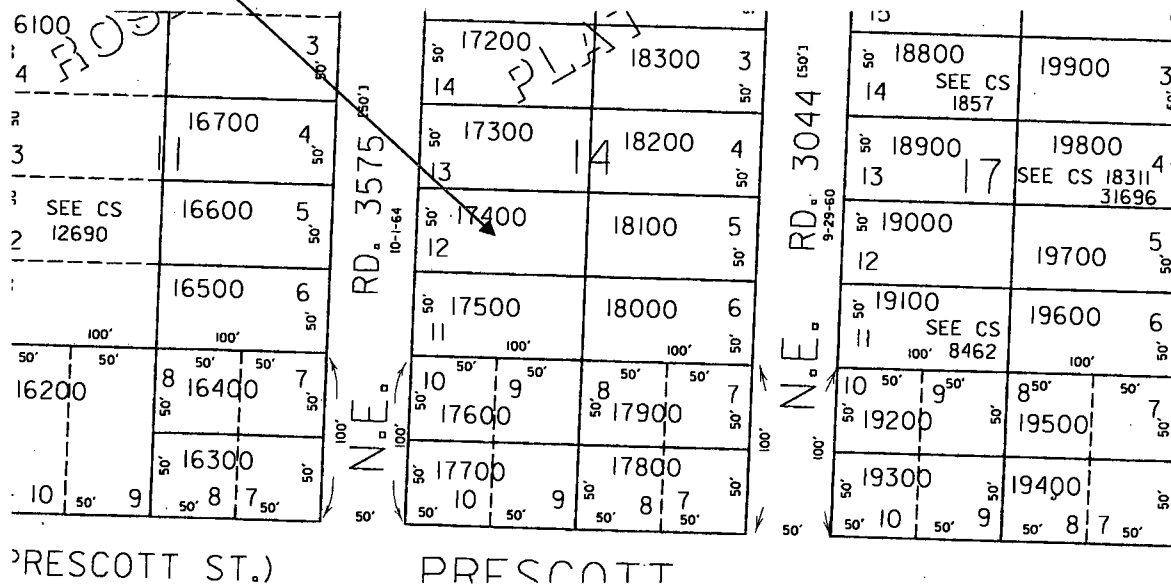
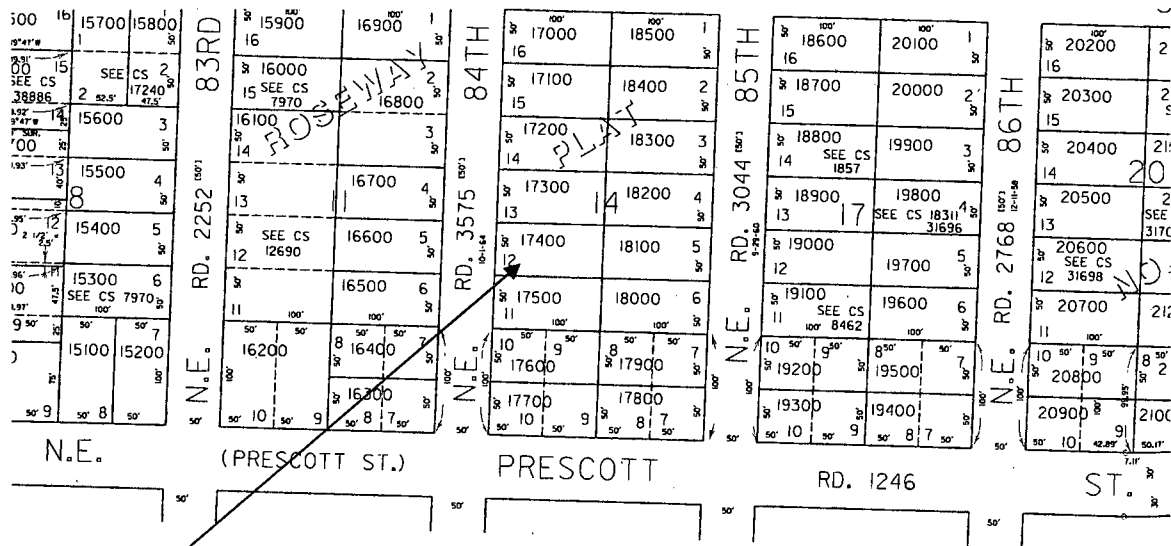
Multnomah County Code Section 7.402 provides for notices by certified mail to be sent to the former owners of tax foreclosed properties. The notices shall advise the recipients that within 30 days from the date of notice they can pay in cash the repurchase price established by the department or complete an application to repurchase the property by repurchase contract.

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

The former owner is allowed to repurchase the property. Proof of payment of City of Portland Liens has been provided by Mr. Remlinger.

# EXHIBIT A

R261837 4534 NE 84<sup>th</sup> Ave



**EXHIBIT B**  
**PROPOSED PROPERTY LISTED FOR REPURCHASE**  
**FISCAL YEAR 2007**

**LEGAL DESCRIPTION:**

Lot 12 Block 14; ROSEWAY & PLAT 2

**PROPERTY ADDRESS:** 4534 NE 84<sup>TH</sup> AVE

**TAX ACCOUNT NUMBER:** R261837

**GREENSPACE DESIGNATION:** No designation

**SIZE OF PARCEL:** 5,000 Square Feet

**ASSESSED VALUE:** \$150,010

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

**BACK TAXES & INTEREST:**

\$15,067.17

**TAX TITLE MAINTENANCE COST & EXPENSES:**

\$720.56

**PENALTY & FEE:**

\$769.27

**SUB-TOTAL**

\$16,557.00

**MINIMUM PRICE REQUEST FOR REPURCHASE**

\$16,557.00



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**Required Signature**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date:** 07/24/07

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_\_**

Special Ordinance Designating Disposition of Tax Foreclosed Property and Declaring an Emergency

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

- a. On September 21, 2004 judgment was entered in Multnomah County Circuit Court foreclosing the property tax liens against the property described as:

LOT 12 BLOCK 14 ROSEWAY & PLAT 2

On September 25, 2006 the County Tax Collector deeded all right, title and interest in the property to Multnomah County as authorized under ORS 312.200.

- b. On October 30, 2006 County's Tax Title Division sent a letter to the former owner of record, Eric C. Remlinger, advising him of his rights to repurchase the tax foreclosed property under Multnomah County Code (MCC) Chapter 7. The letter stated that he must repurchase or vacate the property by December 14, 2006.
- c. On December 6, 2006 Mr. Remlinger came into Tax Title and requested to repurchase his "home", which is how he referenced the property. ORS 307.100 requires the payment of all local assessments and liens prior to repurchasing tax foreclosed real property from the County. Mr. Remlinger advised County staff that he had an inheritance and would be able to pay the City liens as well as the cost to repurchase the property from the County.
- d. Under ORS 275.180, the minimum price for which the County can sell the property back to Mr. Remlinger is not less than the amount of taxes and interest accrued and charged against the property, but he indicated back in December 2006 he would need time to get the funds transferred from his trust account to be able to pay all these costs.
- e. On December 19, 2006 Nancy Blackledge, with the City's Office of Neighborhood Involvement, called Tax Title regarding nuisance liens against the subject property. She stated that she was in the process of reviewing Mr. Remlinger's case, at his request, in the hope of obtaining a reduction in the amount of liens owed to the City.
- f. On July 10, 2007; Eric Remlinger's brother Mark Remlinger, paid the City liens against the Property; and also paid the County the amount equal to the taxes, interests and costs accrued against the property through foreclosure.
- g. County staff has learned the payment of the City liens and the back taxes discussed above substantially depleted the trust account set up for Eric by his family; but will nonetheless allow for Eric to remain in his present home.
- h. Although the timeline for repurchase, as provided under MCC 7.402 has passed; Tax Title recommends the Board approve this Special Ordinance allowing the repurchase because Mr. Remlinger initiated the process in a timely manner in compliance with the

cited code section and has made a reasonable good faith effort to accomplish the repurchase.

- i. In the interest of fairness and to prevent potential challenges to the disposition of the property, the Board believes it to be in the best interests of the County to approve this Special Ordinance and remove this property from consideration for alternative disposition under MCC Chapter 7 and authorize the repurchase of the property by Eric C. Remlinger.

**Multnomah County Ordains as follows:**

**Section 1.** Notwithstanding MCC 7.402; Multnomah County is authorized to sell to Eric C. Remlinger the real property described above in compliance with the requirements of ORS 275.180.

**Section 2.** The County Chair is authorized to execute Deed No. D072121; conveying the real property described above to Eric C. Remlinger. A copy of Deed No. D072121 is attached identified as Exhibit A.

**Section 3.** This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING:

\_\_\_\_\_  
August 9, 2007

SECOND READING AND ADOPTION:

\_\_\_\_\_  
August 16, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services

## EXHIBIT A

Until a change is requested, all tax statements  
shall be sent to the following address:  
ERIC C REMLINGER  
4534 NE 84<sup>TH</sup> AVE  
PORTLAND OR 97220-4844

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

### Deed D072121 for R261837

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ERIC C. REMLINGER, Grantee, the following described real property located in Multnomah County, Oregon:

LOT 12 BLOCK 14 ROSEWAY & PLAT 2

The true consideration paid for this transfer is \$16,557.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 9th day of August 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                     )  
  ) ss  
COUNTY OF MULTNOMAH            )

This Deed was acknowledged before me this 9th day of August 2007, by Ted Wheeler, 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.

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Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 08/09/07  
Agenda Item #: R-13  
Est. Start Time: 10:55 AM  
Date Submitted: 07/24/07

**First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapters 33, 34, 35 and 36, to Update the County Code Relating to Exclusive Farm Use and Commercial Forest Use Zoning Districts, and Chapters 37 and 38 to Repeal Newspaper Notice Publishing Requirements for Appeals of Type II**  
**Agenda Title: Land Use Decisions and Type III Land Use Applications**

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

Requested Meeting Date: August 9, 2007 Amount of Time Needed: 15 mins  
Department: Community Services Division: Land Use & Transportation  
Contact(s): Chuck Beasley, Derrick Tokos  
Phone: 503-988-3043 Ext. 22610 I/O Address: 455/116  
Presenter(s): Chuck Beasley

### General Information

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

Approval of a proposed Ordinance that combines two Zoning Code amendment projects. Planning Commission Resolutions PC 06-007 and PC 06-010 recommend adoption of Zoning Code amendments that do the following: (1) Update the Exclusive Farm Use (EFU) and Commercial Forest Use (CFU) zoning districts to include changes made in 2005 and early 2006 to State of Oregon Statutes and Administrative Rules, and (2) remove the requirement for publishing newspaper notices for certain land use public hearings.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Land uses on farm and forest zoned lands are regulated by State of Oregon Statutes and Rules which are administered by counties in their zoning codes. Those Statutes and Rules are periodically amended, requiring counties to make corresponding changes in their zoning codes. Changes include the following:

(1) An amendment to an approval criteria for a "Template Dwelling," (a method of approving construction of a new home in a forest zone), to require existing houses that are only partially within

the template be counted, as opposed to the present requirement that the existing dwelling be entirely within the template. This may result in a few additional dwellings being approved on undeveloped, CFU zoned properties;

(2) Add a provision for a "deferred replacement permit" that allows a delay between when an existing house is demolished and a replacement house is built in the EFU zone;

(3) Add a clarification that the "propagation, cultivation, maintenance and harvesting of aquatic species" that are "Conditional Uses" requiring land use approval are those aquatic species "that are not under the jurisdiction of the State Fish and Wildlife Commission;" and

(4) Add a definition for "farm crops and livestock" allowed to be sold at farm stands in the EFU zone.

In addition, this ordinance repeals the requirement to publish an advertisement in the Oregonian newspaper for land use applications that require public hearings before a Hearings Officer.

Experience has shown that nearly all participation by interested parties in these hearings is the result of mailed notice to all property owners within 750 feet of the subject property or, in the case of Type III permits, by passers-by reading the sign that is posted at the road in front of the property.

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

Eliminating the requirement to publish newspaper notice will reduce the direct cost of publication as well as reduce staff time needed to ensure that publication occurs as prescribed by the code.

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

There are no legal issues. The amendments to the EFU and CFU zones incorporate recent changes to state law. Regarding hearing notice, state law does not require published notice for the types of land use actions subject to the proposed change. There is a policy question as to whether or not this form of notice is effective in informing constituents about land use matters. Our experience has been that it is not.

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

Work sessions, open to the public, were held by the Planning Commission. Copies of all proposed code changes have been sent to the State of Oregon Department of Land Conservation and Development, giving that agency an opportunity to comment on the proposals. No comments were returned by the State agency.

A public hearing was held before the Planning Commission where the public was invited to speak. Public notice in the Oregonian newspaper was given for all work sessions and public hearings. No citizens spoke regarding the amendments at the hearing. The Planning Commission's vote was unanimous to recommend approval of these amendments to the Board of County Commissioners.

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:



Date: 07/24/07

BEFORE THE PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. PC 06-007**

Recommend to the Board of County Commissioners the adoption of an ordinance amending MCC Chapters 33, 34, 35 and 36 by updating the Exclusive Farm Use and Commercial Forest Use zoning districts to reflect changes made in State Statute and State Administrative Rules.

**The Planning Commission Finds:**

- a. The Planning Commission is authorized by Multnomah County Code Chapter subsections 33.0140, 34.0140, 35.0140, 36.0140 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. Under the State of Oregon Land Use Planning Program, regulation of land uses on farm and forest lands are based in State Statute and Administrative Rules, which Counties then administer.
- c. The State Legislature and the Land Conservation and Development Commission continue to modify and amend those statutes and rules.
- d. The amendments in the proposed ordinance have been found by the Planning Commission to be needed to update the respective Multnomah County Zoning Code Chapters to comply with state requirements.
- e. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice). Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Programs web site.
- f. The Planning Commission held a public hearing on October 2, 2006 where all interested persons were given an opportunity to appear and be heard.

**The Planning Commission Resolves:**

The proposed Ordinance amending MCC Chapters 33, 34, 35 and 36 is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 2nd day of October, 2006.

PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

  
John Ingle, Chair

BEFORE THE PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. PC 06-010**

Recommend to the Board of County Commissioners the adoption of an ordinance amending MCC Chapters 37 and 38 by repealing newspaper notice requirements for appeals of Type II applications and hearings of Type III applications.

**The Planning Commission Finds:**

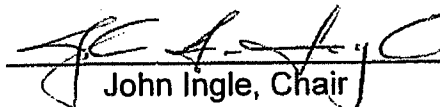
- a. The Planning Commission is authorized by Multnomah County Code Chapter subsections 33.0140, 34.0140, 35.0140, 36.0140 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. The existing Zoning Code chapters require publication of notices in a newspaper of Type III land use applications and appeal of Type II land use applications. Publication of these notices is not a requirement from the State or Columbia River Gorge Commission.
- c. The experience of planning staff is that response from the public that results directly from the published notices of these land use applications is very rare. Nearly all response to proposed applications is from the mailed notices that are sent to surrounding property owners or from the posting of signs at the subject property.
- d. Eliminating the requirement to publish notices of Type III and appeals of Type II applications will reduce the costs of publication and the amount of staff time in preparing the notices while not appreciably affecting notice to the public.
- e. The Planning Commission further endorses a policy encouraging the Land Use Planning Program to post notices of all land use applications on the County's internet web site.
- f. The Planning Commission held a public hearing on October 2, 2006 where all interested persons were given an opportunity to appear and be heard.

**The Planning Commission Resolves:**

The proposed Ordinance amending MCC Chapters 37 and 38 is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 2nd day of October, 2006.

PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

  
John Ingle, Chair



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapters 33, 34, 35 and 36 to Update the County Code Relating to Exclusive Farm Use and Commercial Forest Use Zoning Districts, and Chapters 37 and 38 to Repeal Newspaper Notice Publishing Requirements for Appeals of Type II Land Use Decisions and Type III Land Use Applications

(Language ~~stricken~~ is deleted; double underlined language is new.)

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

- a. The Planning Commission is authorized by Multnomah County Code Chapter (MCC) § 33.0140 and by ORS 215.110 to recommend to the Board the adoption of ordinances to implement the Multnomah County Comprehensive Plan. The Planning Commission exercised this authority in recommending the proposed ordinance with Resolutions PC-06-007 and PC-06-010.
- b. The County Zoning Code implements the Comprehensive Plan and must be periodically amended to include updates of land use laws and rules enacted by the State of Oregon. In addition, there is a need for continuing reexamination of procedures for review of land use applications to verify the requirements effectiveness and to improve efficiencies.
- c. Under the State of Oregon Land Use Planning Program, regulation of land uses on farm and forest lands is based in State Statute and Administrative Rules, which Counties then administer. The State Legislature and the Land Conservation and Development Commission continue to modify and amend those statutes and rules. The amendments in this ordinance update Multnomah County Zoning Code Chapters 33, 34, 35, and 36 to comply with those changes in state requirements.
- d. The existing Zoning Code chapters 37 and 38 require newspaper notices to be published for all Type III land use applications and appeal of Type II land use applications. However, publication of these notices is not a requirement of the State of Oregon or the Columbia River Gorge Commission. Planning program staff's experience is that response from the public that results directly from the published notices of these land use applications is very rare. Nearly all response to proposed applications is from the mailed notices that are sent to surrounding property owners or from the posting of signs at the subject property. Repeal of the requirement to publish these notices will reduce the expense of publication and the amount of staff time to prepare the notices while not appreciably reducing the effective amount of notice given to the public.
- e. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- f. The provisions of this ordinance were submitted to the State of Oregon Department of Land Conservation and Development and their staff was given an opportunity to comment on the proposed amendments. No comments were received.
- g. Noticed public hearings were held before the Planning Commission on October 2, 2006 and Board of County Commission on August 9, 2007, where all interested persons were given an opportunity to appear and be heard.

Multnomah County Ordains as follows:

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**PART I – UPDATE OF CFU AND EFU DISTRICTS**

---

**Section 1. §§ 33.2240, 33.2440, 35.2240 and 36.2040 are amended as follows:**

*[CFU-2]*

**§ 33.2240      Template and Heritage Tract Dwellings**

*[CFU-5]*

**§ 33.2440      Template Dwellings**

*[CFU-4]*

**§ 35.2240      Template and Heritage Tract Dwellings**

*[CFU]*

**§ 36.2040      Template and Heritage Tract Dwellings**

(A) A template dwelling may be sited on a tract, subject to the following:

\* \* \*

(3) The tract shall meet the following standards:

(a) If the tract is predominantly composed of soils which are capable of producing 0 to 49 cubic feet of Douglas Fir timber per acre per year (cf/ac/yr); and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 3 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least three dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings, or

(b) If the tract is predominantly composed of soils which are capable of producing 50 to 85 cf/ac/yr of Douglas Fir timber; and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 7 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least three dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings, or

(c) If the tract is predominantly composed of soils which are capable of producing above 85 cf/ac/yr of Douglas Fir timber; and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 11 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least five dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings.

\* \* \*

(k) "Within" as used in the context of (a)2., (b)2. and (c)2. shall mean that all of the dwellings or any part of the dwellings are in the 160-acre square.

\* \* \*

**Section 2. §§ 33.2610, 34.2610, 35.2610 and 36.2610, Definitions, are amended as follows:**

\* \* \*

*Contiguous* refers to parcels or lots which have any common boundary, excepting a single point, and shall include, but not be limited to, parcels or lots separated only by an alley, street or other right-of-way.

*Deferred replacement permit* is a building permit for replacement of an existing dwelling that allows construction of a replacement dwelling at any time. The *deferred replacement permit* may not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant. The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes and other requirements relating to health and safety or to siting at the time of construction.

*Farm Operator* means a person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.

\* \* \*

**Section 3. §§ 33.2620, 34.2620, 35.2620 and 36.2620, Allowed Uses, are amended as follows:**

\* \* \*

(L) Alteration, restoration or replacement of a lawfully established habitable dwelling.

(1) In the case of a replacement dwelling:

(a) ~~the~~ The existing dwelling must be removed, demolished or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling, or

(b) If the applicant has requested a *deferred replacement permit*, the existing dwelling must be removed or demolished within three months after the *deferred replacement permit* is issued. If, however, the existing dwelling is not removed or demolished within three months after the *deferred replacement permit* is issued, the permit becomes void.

\* \* \*

**Section 4. §§ 33.2625, 34.2625, 35.2625 and 36.2625, Review Uses, are amended as follows:**

\* \* \*

(H) Farm Stands when found that:

(1) The structures are designed and used for the sale of farm crops or livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items, and fee-based activity to promote the sale of farm crops or livestock sold at the farm stand if the annual sale of incidental items and fees from

promotional activity do not make up no more than 25 percent of the total sales of the farm stand;  
and

(2) The farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings or public entertainment.

(3) As used in this section, "farm crops or livestock" includes both fresh and processed farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area. As used in this subsection, "processed crops and livestock" includes jams, syrups, apple cider, animal products and other similar farm crops and livestock that have been processed and converted into another product but not prepared food items.

(4) As used in this section, "local agricultural area" includes Oregon or an adjacent county in Washington that borders Multnomah County.

\* \* \*

**Section 5. §§ 33.2630, 34.2630, 35.2630 and 36.2630 are amended as follows:**

**§ 33.2630 Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 33.6300 to 33.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

**§ 34.2630 Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 34.6300 to 34.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

**§ 35.2630 Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 35.6300 to 35.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar

days prior to any initial hearing on the application.

\* \* \*

**§ 36.2630 Conditional Uses.**

The following uses may be permitted when found by the approval authority to satisfy the applicable provisions in MCC 36.6300 to 36.6335 or the criteria listed for the use:

\* \* \*

(H) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission subject to the approval criteria in MCC 36.6315(A) through (H). In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

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**PART II – AMENDMENT TO NEWSPAPER NOTICE REQUIREMENTS**

---

**Section 6. §§ 37.0620 and 38.0620 are amended as follows:**

**§ 37.0620 Hearings Notice - Type II Appeals, Type III Or Type IV Applications.**

Except for appeals of Hearings Officer decisions by the Planning Director which have different notice requirements in MCC 37.0640(B), notice for all public hearings for Type III, IV or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the county shall prepare and send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to any county-recognized neighborhood association or identified agency whose territory includes the subject property. The county shall further provide notice at least 20 days prior to a hearing to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the required mailing of such notice. For Type IV applications, The the county shall also publish the notice in a newspaper of general circulation within the county at least 20 days prior to the hearing. Notice of the hearing shall include the following information:

\* \* \*

(F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and

\* \* \*

**§ 38.0620 Hearings Notice - Type II appeals or Type III applications.**

Notice for all public hearings for Type III application or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the County shall prepare and send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to the Gorge Commission, the U.S. Forest Service, the Indian tribal governments. Notice shall also be sent to the State Historic Preservation Office, and the Cultural Advisory Committee, unless the appeal is of a decision subject to expedited review. The County shall further provide notice to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the

required mailing of such notice. ~~The County shall also publish the notice in a newspaper of general circulation within the County.~~ For all Type II and III hearings except development reviewed with the expedited process, the County shall provide and publish notice of hearing at least 20 days prior to hearing. For development reviewed with the expedited process, the County shall provide and publish notice of the hearing at least 14 days prior to the hearing. Notice of the hearing shall include the following information:

\* \* \*

(F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and

\* \* \*

**Section 7.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge Commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING:

August 9, 2007

SECOND READING AND ADOPTION:

August 16, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

**Option 1: Adopt ordinance, including Section 6 as written.  
(Do not publish newspaper notice)**

**Option 2: Adopt ordinance, including Section 6 as revised below:  
(Continue to publish notice but a shorter version without procedural  
information/criteria)**

**Section 6: §§ 37.0620 and 38.0620 are amended as follows:**

**§ 37.0620        Hearings Notice - Type II Appeals, Type III Or Type IV Applications.**

Except for appeals of Hearings Officer decisions by the Planning Director which have different notice requirements in MCC 37.0640(B), notice for all public hearings for Type III, IV or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the county shall prepare and send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to any county-recognized neighborhood association or identified agency whose territory includes the subject property. The county shall further provide notice at least 20 days prior to a hearing to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the required mailing of such notice. The county shall also publish the notice in a newspaper of general circulation within the county at least 20 days prior to the hearing. Notice of the hearing shall include the following information:

- (A) The time, date and location of the public hearing;
- (B) Street address or other easily understood location of the subject property and County assigned case file number;
- (C) A description of the applicant's proposal, along with a list of citations of the approval criteria that the County will use to evaluate the proposal;
- (D) A statement that any interested party may testify at the hearing or submit written comments on the proposal at or prior to the hearing, and that a staff report will be prepared and made available to the public at least 7 days prior to the hearing;
- (E) A statement that any issue which is intended to provide a basis for an appeal to the Land Use Board of Appeals must be raised before the close of the public record. Issues must be raised and accompanied by statements or evidence sufficient to afford the County and all parties to respond to the issue;

(F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and

(G) The name and telephone number of the planning staff person responsible for the application and who is otherwise available to answer questions about the application.

(H) Notice published in a newspaper shall include the information in (A), (B) and (G) above, along with a brief description of the applicant's proposal, and a statement that all interested parties may testify at the hearing or submit written comments on the proposal at, or prior to the hearing.

**§ 38.0620 Hearings Notice - Type II appeals or Type III applications.**

Notice for all public hearings for Type III application or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the County shall prepare and send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to the Gorge Commission, the U.S. Forest Service, the Indian tribal governments. Notice shall also be sent to the State Historic Preservation Office, and the Cultural Advisory Committee, unless the appeal is of a decision subject to expedited review. The County shall further provide notice to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the required mailing of such notice. The County shall also publish the notice in a newspaper of general circulation within the County. For all Type II and III hearings except development reviewed with the expedited process, the County shall mail ~~provide~~ and publish notice of hearing at least 20 days prior to hearing. For development reviewed with the expedited process, the County shall mail ~~provide~~ and publish notice of the hearing at least 14 days prior to the hearing. Notice of the hearing shall include the following information:

\* \* \*

(F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and

\* \* \*

(H) Notice published in a newspaper shall include the information in (A), (B) and (G) above, along with a brief description of the applicant's proposal, and a statement that all interested parties may testify at the hearing or submit written comments on the proposal at, or prior to the hearing.

\* \* \*

**Option 3: Adopt ordinance amended to omit Section 6  
(Continue to publish notice including procedural information/criteria)**



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

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Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: 9 AUG 07

SUBJECT: NEWSPAPER PUBLIC NOTICE - TYPE II APPEALS & TYPE III APPLICATIONS

AGENDA NUMBER OR TOPIC: R-13

FOR: \_\_\_\_\_ AGAINST: X THE ABOVE AGENDA ITEM

NAME: BOB LEPPER

ADDRESS: PO BOX 94

CITY/STATE/ZIP: TROUTONE OR 97060

PHONE: \_\_\_\_\_ DAYS: 503-695-5276

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: YES

**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.

9 August 2007

Multnomah County Board of Commissioners

Re: MC Planning deletion of notification requirement, R-13

Several weeks ago this Board rejected the Planning Division's request to delete the notification of neighbors in zoning violation appeals, with the reasoning that property owners should be able to know what is happening in their neighborhood. Did I miss something? Now the Planning Division wants to change policy by deleting any newspaper notification in cases of Type II appeals or in cases of Type III applications. Type II examples include alteration of non-conforming use, design review, Columbia River Gorge NSA site review, significant environmental concern, and new forest dwellings. Type III examples include land divisions, conditional use, and sanitary landfills, cases which might have a **major** impact on a neighborhood or on streets to or through a neighborhood. So why is the Planning Division back here again wanting this Board to eliminate notification to the public? Will this save the taxpayers some money? Yes, probably a few hundred dollars. There simply aren't that many Type II appeals or Type III applications. But they could also save by not being so wordy in their newspaper notices. They could also concentrate on adjusting their fees to more accurately reflect the amount of time each application takes. The Planning Division can be and should be a revenue-producing agency. At least revenue neutral, bringing in as much as they spend.

Look to the record of enforcement at the MC Planning division. Three years ago when the head of enforcement Kim Peoples got the previous Board to approve new regulations, it was stated before the Planning Commission that investigated, proven violation cases, beyond all appeals, would not simply go back to square one and start over again. But that is exactly what happened. In one case over \$500,000 of potential fines were wiped off for two violations and the case started again at step 1 on the new 15-step process. Recently the county spent several thousand dollars arguing an appeal of 9 additional new violations on that property. And the county has not collected one cent for any of those violations. And that is just one case out of several hundred that the Planning Division continues to ignore. This proposal seeks to stifle public scrutiny and input on issues that might have a severe negative impact on a neighborhood. Wouldn't you want to have a voice in a conditional use that might increase the traffic on a street by your house ten-fold? Or locate a landfill on property upwind of yours?

Planning issues should not be discussed and addressed in a back room with the door closed in the middle of the night with only certain select participants. The public often present evidence or issues not addressed by planning staff in their reviews, yet now the Planning Division wants that public voice silenced. This proposal is a policy shift that should not be adopted.

Bob Leipper  
PO Box 94  
Troutdale, OR 97060

503-695-5276

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_\_**

Amending MCC Chapters 33, 34, 35 and 36 to Update the County Code Relating to Exclusive Farm Use and Commercial Forest Use Zoning Districts, and Chapters 37 and 38 to Repeal Newspaper Notice Publishing Requirements for Appeals of Type II Land Use Decisions and Type III Land Use Applications

(Language ~~stricken~~ is deleted; double underlined language is new.)

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

- a. The Planning Commission is authorized by Multnomah County Code Chapter (MCC) § 33.0140 and by ORS 215.110 to recommend to the Board the adoption of ordinances to implement the Multnomah County Comprehensive Plan. The Planning Commission exercised this authority in recommending the proposed ordinance with Resolutions PC-06-007 and PC-06-010.
- b. The County Zoning Code implements the Comprehensive Plan and must be periodically amended to include updates of land use laws and rules enacted by the State of Oregon. In addition, there is a need for continuing reexamination of procedures for review of land use applications to verify the requirements effectiveness and to improve efficiencies.
- c. Under the State of Oregon Land Use Planning Program, regulation of land uses on farm and forest lands is based in State Statute and Administrative Rules, which Counties then administer. The State Legislature and the Land Conservation and Development Commission continue to modify and amend those statutes and rules. The amendments in this ordinance update Multnomah County Zoning Code Chapters 33, 34, 35, and 36 to comply with those changes in state requirements.
- d. The existing Zoning Code chapters 37 and 38 require newspaper notices to be published for all Type III land use applications and appeal of Type II land use applications. However, publication of these notices is not a requirement of the State of Oregon or the Columbia River Gorge Commission. Planning program staff's experience is that response from the public that results directly from the published notices of these land use applications is very rare. Nearly all response to proposed applications is from the mailed notices that are sent to surrounding property owners or from the posting of signs at the subject property. Repeal of the requirement to publish these notices will reduce the expense of publication and the amount of staff time to prepare the notices while not appreciably reducing the effective amount of notice given to the public.
- e. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- f. The provisions of this ordinance were submitted to the State of Oregon Department of Land Conservation and Development and their staff was given an opportunity to comment on the proposed amendments. No comments were received.
- g. Noticed public hearings were held before the Planning Commission on October 2, 2006 and Board of County Commission on August 9, 2007, where all interested persons were given an opportunity to appear and be heard.

**Multnomah County Ordains as follows:**

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## **PART I – UPDATE OF CFU AND EFU DISTRICTS**

---

**Section 1. §§ 33.2240, 33.2440, 35.2240 and 36.2040 are amended as follows:**

*[CFU-2]*

**§ 33.2240      Template and Heritage Tract Dwellings**

*[CFU-5]*

**§ 33.2440      Template Dwellings**

*[CFU-4]*

**§ 35.2240      Template and Heritage Tract Dwellings**

*[CFU]*

**§ 36.2040      Template and Heritage Tract Dwellings**

(A) A template dwelling may be sited on a tract, subject to the following:

\* \* \*

(3) The tract shall meet the following standards:

(a) If the tract is predominantly composed of soils which are capable of producing 0 to 49 cubic feet of Douglas Fir timber per acre per year (cf/ac/yr); and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 3 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least three dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings, or

(b) If the tract is predominantly composed of soils which are capable of producing 50 to 85 cf/ac/yr of Douglas Fir timber; and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 7 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least three dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings, or

(c) If the tract is predominantly composed of soils which are capable of producing above 85 cf/ac/yr of Douglas Fir timber; and

1. The lot upon which the dwelling is proposed to be sited and at least all or part of 11 other lawfully created lots existed on January 1, 1993 within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and

2. At least five dwellings lawfully existed on January 1, 1993 within the 160-acre square and those dwellings either continue to exist or have been replaced by lawful replacement dwellings.

\* \* \*

(k) "Within" as used in the context of (a)2., (b)2. and (c)2. shall mean that all of the dwellings or any part of the dwellings are in the 160-acre square.

\* \* \*

**Section 2. §§ 33.2610, 34.2610, 35.2610 and 36.2610, Definitions, are amended as follows:**

\* \* \*

*Contiguous* refers to parcels or lots which have any common boundary, excepting a single point, and shall include, but not be limited to, parcels or lots separated only by an alley, street or other right-of-way.

*Deferred replacement permit* is a building permit for replacement of an existing dwelling that allows construction of a replacement dwelling at any time. The *deferred replacement permit* may not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant. The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes and other requirements relating to health and safety or to siting at the time of construction.

*Farm Operator* means a person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.

\* \* \*

**Section 3. §§ 33.2620, 34.2620, 35.2620 and 36.2620, Allowed Uses, are amended as follows:**

\* \* \*

(L) Alteration, restoration or replacement of a lawfully established habitable dwelling.

(1) In the case of a replacement dwelling;

(a) ~~the~~ The existing dwelling must be removed, demolished or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling, or

(b) If the applicant has requested a *deferred replacement permit*, the existing dwelling must be removed or demolished within three months after the *deferred replacement permit* is issued. If, however, the existing dwelling is not removed or demolished within three months after the *deferred replacement permit* is issued, the permit becomes void.

\* \* \*

**Section 4. §§ 33.2625, 34.2625, 35.2625 and 36.2625, Review Uses, are amended as follows:**

\* \* \*

(H) Farm Stands when found that:

(1) The structures are designed and used for the sale of farm crops or livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items, and fee-based activity to promote the sale of farm crops or livestock sold at the farm stand if the annual sale of incidental items and fees from promotional activity do not make up no more than 25 percent of the total sales of the farm stand; and

(2) The farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings or public entertainment.

(3) As used in this section, "farm crops or livestock" includes both fresh and processed farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area. As used in this subsection, "processed crops and livestock" includes jams, syrups, apple cider, animal products and other similar farm crops and

livestock that have been processed and converted into another product but not prepared food items.

(4) As used in this section, "local agricultural area" includes Oregon or an adjacent county in Washington that borders Multnomah County.

\* \* \*

**Section 5.      §§ 33.2630, 34.2630, 35.2630 and 36.2630 are amended as follows:**

**§ 33.2630      Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 33.6300 to 33.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

**§ 34.2630      Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 34.6300 to 34.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

**§ 35.2630      Conditional Uses**

The following uses may be permitted when approved by the Hearings Officer pursuant to the provisions of MCC 35.6300 to 35.6335:

\* \* \*

(K) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission. In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

**§ 36.2630      Conditional Uses.**

The following uses may be permitted when found by the approval authority to satisfy the applicable provisions in MCC 36.6300 to 36.6335 or the criteria listed for the use:

\* \* \*

(H) The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission subject to the approval criteria in MCC 36.6315(A) through (H). In accordance with ORS 215.283(2)(p) 2006, notice of all applications shall be mailed to the State Department of Agriculture at least 20 calendar days prior to any initial hearing on the application.

\* \* \*

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## **PART II – AMENDMENT TO NEWSPAPER NOTICE REQUIREMENTS**

---

### **Section 6.      §§ 37.0620 and 38.0620 are amended as follows:**

#### **§ 37.0620      Hearings Notice - Type II Appeals, Type III Or Type IV Applications.**

Except for appeals of Hearings Officer decisions by the Planning Director which have different notice requirements in MCC 37.0640(B), notice for all public hearings for Type III, IV or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the county shall prepare and send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to any county-recognized neighborhood association or identified agency whose territory includes the subject property. The county shall further provide notice at least 20 days prior to a hearing to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the required mailing of such notice. The county shall also publish the notice in a newspaper of general circulation within the county at least 20 days prior to the hearing. Notice of the hearing shall include the following information:

- (A) The time, date and location of the public hearing;
- (B) Street address or other easily understood location of the subject property and County assigned case file number;
- (C) A description of the applicant's proposal, along with a list of citations of the approval criteria that the County will use to evaluate the proposal;
- (D) A statement that any interested party may testify at the hearing or submit written comments on the proposal at or prior to the hearing, and that a staff report will be prepared and made available to the public at least 7 days prior to the hearing;
- (E) A statement that any issue which is intended to provide a basis for an appeal to the Land Use Board of Appeals must be raised before the close of the public record. Issues must be raised and accompanied by statements or evidence sufficient to afford the County and all parties to respond to the issue;
- (F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and
- (G) The name and telephone number of the planning staff person responsible for the application and who is otherwise available to answer questions about the application.
- (H) Notice published in a newspaper shall include the information in (A), (B) and (G) above, along with a brief description of the applicant's proposal, and a statement that all interested parties may testify at the hearing or submit written comments on the proposal at, or prior to the hearing.

#### **§ 38.0620      Hearings Notice - Type II appeals or Type III applications.**

Notice for all public hearings for Type III application or an appeal of a Type II application shall conform to the requirements of this section. At least 20 days prior to the hearing, the County shall prepare and

send, by first class mail, notice of the hearing to all owners of record, based upon the most recent Multnomah County records, of property within 750 feet of the subject tract and to the Gorge Commission, the U.S. Forest Service, the Indian tribal governments. Notice shall also be sent to the State Historic Preservation Office, and the Cultural Advisory Committee, unless the appeal is of a decision subject to expedited review. The County shall further provide notice to those persons who have identified themselves in writing as aggrieved or potentially aggrieved or impacted by the decision prior to the required mailing of such notice. The County shall also publish the notice in a newspaper of general circulation within the County. For all Type II and III hearings except development reviewed with the expedited process, the County shall mail provide and publish notice of hearing at least 20 days prior to hearing. For development reviewed with the expedited process, the County shall mail provide and publish notice of the hearing at least 14 days prior to the hearing. Notice of the hearing shall include the following information:

\* \* \*

(F) A statement that the application and all supporting materials and evidence submitted in regard to support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Multnomah County Land Use Planning Division during normal business hours; and

\* \* \*

(H) Notice published in a newspaper shall include the information in (A), (B) and (G) above, along with a brief description of the applicant's proposal, and a statement that all interested parties may testify at the hearing or submit written comments on the proposal at, or prior to the hearing.

\* \* \*

**Section 7.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge Commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING:

August 9, 2007

SECOND READING AND ADOPTION:

August 16, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services