



AGENDA

Thursday, May 3, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-32

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PRESENTATION *(Following are items of interest to the citizens of the County)*

- 1
1. Proclaiming the Month of May 2012, Older Americans Act Month in Clackamas County - *Never too Old to Play* (Galina Burley, Social Services)

IV. READING AND ADOPTION OF PREVIOUSLY HEARD ZDO ORDINANCE *(No public testimony on this item)*

- 2
1. ZDO-235 – An Ordinance Amending Several Sections and Adopting a New Section for the Clackamas County Zoning and Development Ordinance (Rhett Tatum, County Counsel)

V. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

VI. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

- 3 1. Approval of the Final 2012-2016 Housing and Community Development Consolidated Plan and Final 2012 Action Plan - cd
- 4 2. Approval of Three Change Orders to the Contract between Clackamas County and Ted Pulliam Well Drilling Co. for the Compton Well Rehabilitation Project - cd

B. Department of Transportation & Development

- 5 1. Approval of an Intergovernmental Agreement for ODOT to Provide Right-of-Way Services to Lawnfield Road as Part of the Sunrise JTA Project
- 6 2. Approval of Amendment No. 2 to the Contract Documents with Kittelson and Associates, Inc. for Consulting Services for Transportation System Plan Development 2011 – Fin.

C. Elected Officials

- 7 1. Approval of Previous Business Meeting Minutes – bcc

D. Business & Community Services

- 8 1. Approval Amendment No. 1 to the Intergovernmental Agreement for the 2006 Metro Natural Areas Bond Measure, Local Share Allocation for Clackamas County Parks

VII. WATER ENVIRONMENT SERVICES

- 9 1. Approval of the Agreement between Clackamas County Service District No. 1 and Richard Phillip Marine, Inc. for the Hoodland WPCP Emergency Outfall Repair Project
- 10 2. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Revitalization Area for Clackamas County Service District No. 1.

CITIZEN COMMUNICATION (Continued if needed)

VIII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business/>

COPY

**Proclaiming the Month of May, 2012,
Older Americans Act Month, *Never too Old to Play***

Whereas, Clackamas County has over 76,000 residents who are aged 65 and older; and

Whereas, Clackamas County is committed to helping all individuals maintain their health and independence in later life; and

Whereas, the older adults in Clackamas County have an important role in sharing knowledge, wisdom, and understanding of the history of our community through interactions with children, youth and adults from other generations; and

Whereas, the fruits of knowledge and experience can be effectively transferred from generation to generation through meaningful social interactions; and

Whereas, their interactions with family, friends, and neighbors across generations enrich the lives of everyone involved; and

Whereas, our community can provide opportunities to enrich citizens young and old by:

- Emphasizing the value of including elders in public and family life;
- Creating opportunities for older Americans to interact with people of different generations;
- Providing services, technologies, and support systems that allow older adults to participate in social activities in the community;

Now Therefore, the Clackamas County Board of Commissioners do hereby proclaim May 2012 to be Older Americans Month, Never Too Old to Play. We urge every citizen to take time this month to engage with our older citizens through enjoyable social interactions such as sports, games, contests, and other forms of play.

Dated this 3rd day of May, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

ORDINANCE NO. ZDO-235

An Ordinance Amending Sections

101, 102, 103, 104, 501, 502, 504, 505, 507, 509, 601, 602, 603, 604, 606, 707, 813, 1606, 1607, 1701, 1703 and 1707 and adopting new Sections 105 and 106 of the Clackamas County Zoning and Development Ordinance

WHEREAS, in December 2011, the Board of County Commissioners directed the Planning and Zoning Division staff to prepare draft amendments to the Zoning and Development Ordinance to include administrative provisions related to the Planning Commission; and

WHEREAS, the Planning Director initiated an amendment to the similar use provisions in the Zoning and Development Ordinance, in response to policy and procedural inconsistencies in the current provisions; and

WHEREAS, an on-going process of amendments to the Zoning and Development Ordinance is necessary to clarify provisions and maintain consistency throughout the Ordinance and respond to changes in statutes and public input; and

WHEREAS, it is a policy of the Board of County Commissioners to provide excellent public service to citizens and the development community, streamline permitting processes, encourage sound land use and development and improve the Zoning and Development Ordinance as necessary; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan, the Metro Urban Growth Management Functional Plan, the Statewide Planning Goals and Guidelines, and all other applicable state and federal law; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of ZDO-235 on February 27, 2012; and

WHEREAS, the Board of County Commissioners held public hearings on March 22, 2012, and April 5, 2012 and voted to direct staff to prepare the amendments for formal adoption; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Sections 101, 102, 103, 104, 501, 502, 504, 505, 507, 509, 601, 602, 603, 604, 606, 707, 813, 1606, 1607, 1701, 1703 and 1707 of the Clackamas County Zoning and Development Ordinance are hereby amended and new Sections 105 and 106 are added to the Clackamas County Zoning and Development Ordinance as shown in Exhibit A hereto.

Section 2: This ordinance shall be effective on May 14, 2012.

ADOPTED this 3rd day of May, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

May 3, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of the Final 2012-2016 Housing and Community Development
Consolidated Plan and Final 2012 Action Plan**

The Community Development Division of the Health, Housing & Human Services Department requests approval of the Final 2012-2016 Housing and Community Development Consolidated Plan and the Final 2012 Housing and Community Development Action Plan.

The two plans determine how funds from the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs will be allocated in coming years.

The 2012 Action Plan consists of projects selected for funding in the first year of the 2012-2016 Consolidated Plan. It is the result of a public involvement process which began last October and was completed at the end of the public comment period on April 23. One street improvement project (Risley/Kellogg Ave) has been moved to an earlier start date due to safety concerns expressed at the April 12th public hearing. No other public comments requiring a substantive change in either plan was received during the public comment period.

Submission of grant application materials will enable the County to receive \$1,952,933 in CDBG funds, \$743,155 in HOME funds, and \$167,232 in ESG funds during the 2012 program year.

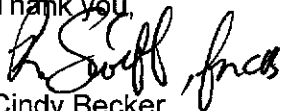
No County General Fund required for match.

Recommended Actions

We recommend that the Board of County Commissioners take the following actions:

- 1) Place the Final 2012-2016 Housing and Community Development Consolidated Plan on the consent agenda for approval;
- 2) Place the Final 2012 Action Plan on the consent agenda for approval; and
- 3) Authorize the Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Thank you,



Cindy Becker
Director

Attachments:

Final 2012-2016 Housing and Community Development Consolidated Plan
Final 2012 Housing and Community Development Action Plan
Three Year Funding Recommendations

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

Final Funding Recommendations

for the
2012-2014 Community Development Block Grant Program
and the
2012 HOME and Emergency Solutions Grant Programs

2012 Grant Funds 2013 Grant Funds 2014 Grant Funds

Community Development Block Grant City Projects

Barlow

1. Barlow Water Systems Improvements Phase 2 \$10,000
This public facility project involves spot repairs to the City of Barlow water reservoir system.

Canby

2. SE Canby Sidewalk Improvement Project \$75,000
Construction of approximately 1,200 LF of sidewalks and curbs on sections of SE 4th Avenue, SE 5th Avenue and S. Manzanita Ct. The project will also include the construction 5 ADA ramps.

Estacada

3. SW Laurel Road Street Improvements \$160,000
This street improvements project would construct 500 lineal feet of new sidewalks, curbs, ADA ramps and storm drainage along SW Laurel Road in Estacada.
4. Estacada Community Center Window Replacement (Local Funds) \$15,464
The project includes replacing up to 27 inefficient windows at the Estacada Community Center.
5. Estacada Community Center Kitchen Improvements \$13,974
Kitchen improvements include replacement of the Estacada Community Center dishwasher and food steamer that are no longer working properly.

Gladstone

6. Northwest Gladstone Infrastructure Rehabilitation Project \$200,000
The project includes street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone.

Milwaukie

- | | | | |
|--|--|-----------|--|
| 7. Milwaukie ADA Ramps | | \$140,000 | |
| Installation of ADA ramps at sidewalk crossings along several streets in the City of Milwaukie to improve accessibility and pedestrian safety. | | | |

Oregon City

- | | | | |
|--|--|-----------|-----------|
| 8. Save the Francis Ermatinger House | | \$140,000 | |
| This project would fund the rehabilitation of the historic Francis Ermatinger House in Oregon City in preparation for the site to become part of the National Parks Service. | | | |
| 9. Jackson Place Rehabilitation Project | | | \$100,000 |
| This project is to rehabilitate a transitional housing apartment building in Oregon City by replacing the roof, replacing the siding, improving the drainage, improving the fire alarms, water heaters and heating system. | | | |
| 10. Youth Shelter Care Expansion | | \$150,000 | |
| This public facility project is for construction of a new 3,150 square foot dormitory building for special needs youth ages 12 to 18 at the Parrott Creek Ranch in Oregon City. | | | |

Sandy

- | | | | |
|---|--|-----------|--|
| 11. Northside Sidewalk Infill | | \$150,000 | |
| This street improvements project is for construction of 1,100 lineal feet of new sidewalk, curbs and drainage improvements along Beers Ave, Bruns Ave, Bluff Road and Pleasant Street in Sandy. | | | |

West Linn

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|---|--|--|-----------|
| 12. West Linn Adult Community Center Expansion | | | \$175,000 |
| This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center. | | | |

Wilsonville

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|--|-----------|--|--|
| 13. Wilsonville Senior Center Kitchen Renovation | \$235,000 | | |
| This project would renovate and expand the kitchen facilities at the Wilsonville Senior Community Center. | | | |
| 14. Wilsonville Community Sharing Facility Expansion | \$240,000 | | |
| This project is to purchase and install a 2,100 square foot prefabricated building to house the Wilsonville food bank and the Information and Referral office. | | | |

Unincorporated/Countywide Projects

Clackamas

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|--|-----------|--|--|
| 15. Sunnyside Health and Wellness Center Expansion | \$100,000 | | |
|--|-----------|--|--|
- This project would provide an additional 3,000 square feet of County health clinic and dental clinic space in Clackamas.

Countywide

- | | | | |
|------------------------------------|-----------|-----------|-----------|
| 16. Housing Rehabilitation Program | \$300,000 | \$300,000 | \$300,000 |
|------------------------------------|-----------|-----------|-----------|
- Provision of financial assistance to rehabilitate housing units occupied by low income residents of Clackamas County.

Happy Valley

- | | | | |
|------------------------------|----------|--|--|
| 17. The Terrace at Mt. Scott | \$11,220 | | |
|------------------------------|----------|--|--|
- This project would construct a new handrail along 75 linear feet of an existing sidewalk along SE Bob Shumacher Road in Happy Valley.

Jennings Lodge

- | | | | |
|--|-----------|--|--|
| 18. Risley Ave/ Kellogg Ave Infrastructure Project | \$125,000 | | |
|--|-----------|--|--|
- This project is to build approximately 1,764 lineal feet of new concrete sidewalks and curbs along Kellogg Avenue between McLoughlin Boulevard and Oatfield Road in Oak Grove.

Milwaukie

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|-----------------------------------|--|-----------|--|
| 19. River Road Head Start Kitchen | | \$150,000 | |
|-----------------------------------|--|-----------|--|
- This public facility improvements project would renovate the River Road Head Start Kitchen in Milwaukie by expanding food storage and adding a walk-in freezer.
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|------------------------------------|-----------|-----------|--|
| 20. Annie Ross House Redevelopment | \$175,000 | \$125,000 | |
|------------------------------------|-----------|-----------|--|
- This project includes the re-development of Northwest Housing Alternatives (NHA) Milwaukie campus that consists of two office buildings, a homeless shelter, nine rental units, six transitional housing units, two units of Bridges to House and one market-rate rental unit.

NCRA

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|--------------------------------------|-----------|--|--|
| 21. Bell Road Ped/ Bike Improvements | \$200,000 | | |
|--------------------------------------|-----------|--|--|
- This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA).

North Clackamas Urban Renewal District

- | | | | |
|--|----------|--|-----------|
| 22. Clackamas Cty. Service Dist. No.1 NCRA SHUAGP | \$75,000 | | \$130,000 |
| This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitaization Area (NCRA). | | | |

To Be Determined

- | | | | |
|---|-----------|-----------|-----------|
| 23. CCLT Acquisition/ Renovation Project (CD Float Loan) | \$300,000 | \$300,000 | \$300,000 |
| This project would purchase and renovate 4 bank-owned homes for re-sale to low and moderate income residents of Clackamas County. CD Float Activity. | | | |
| 24. CWS Domestic and Sexual Violence One-Stop Advocacy Ctr. | | | \$100,000 |
| This public facility project is for new construction of a 12,000 to 16,000 square foot building for a Domestic and Sexual Violence Advocacy Center in the Oregon City area. | | | |

Public Service Projects

Countywide

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|--|-----------|-----------|-----------|
| 25. Housing Rights and Resources | \$140,000 | \$140,000 | \$140,000 |
| This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County | | | |
| 26. Rent Well | \$85,000 | \$85,000 | \$85,000 |
| Rent Well is 15-hour tenant education program designed to help people overcome barriers to rental housing. | | | |
| 27. Home Base | \$25,000 | \$25,000 | \$35,000 |
| Homebase public services would provide staff and funds to prevent homelessness from happening for households in crisis and provide case management to keep families stable in their housing. | | | |

Planning and Admin

Administration

- | | | | |
|--|-----------|-----------|-----------|
| 28. Grant Planning, Administration and Compliance | \$390,550 | \$351,500 | \$316,350 |
| These funds will be used for overall program administration, including program development, management and coordination, personnel, accounting, and grant compliance expenses. | | | |

Countywide

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|---|----------|--|----------|
| 29. 2012-2014 Homeless Count | \$38,200 | | \$38,200 |
| The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County. | | | |

| | | | |
|---|-------------|-------------|-------------|
| Community Development Block Grant Sub-Total | \$2,554,408 | \$2,256,500 | \$1,879,550 |
|---|-------------|-------------|-------------|

**HOME Investment Partnership Act
Unincorporated/Countywide Projects**

Countywide

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|---|-----------|--|--|
| 30. CHDO Operating Support Grant | \$37,158 | | |
| Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses. | | | |
| 31. Multi-Family Rental Housing | \$701,682 | | |
| Funds will be used for new projects or planned projects in the pre-development stage that have been negatively impacted by the downturn in the tax credit market. | | | |
| 32. CHAP Homebuyer Assistance Program | \$100,000 | | |
| This project will assist low-income first-time homebuyers with down payments and closing costs | | | |

Planning and Admin

Countywide

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|--|----------|--|--|
| 33. HOME Administration | \$74,316 | | |
| Funds will be used for general administration of the HOME program. | | | |

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| HOME Investment Partnership Act Sub-Total | \$913,156 | \$0 | \$0 |
|---|-----------|-----|-----|

**Emergency Solutions Grant
Unincorporated/Countywide Projects**

Countywide

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| 34. Emergency Shelter Grant - Springwater | \$10,200 | | |
| This funding provides emergency homeless shelter operations for the Springwater Youth Shelter in North Clackamas. | | | |
| 35. Emergency Shelter Grant - CWS | \$39,867 | | |
| This funding provides emergency homeless shelter operations for the Clackamas Womens Services Shelter in Clackamas County. | | | |

Milwaukie

36. Emergency Shelter Grant - The Annie Ross House \$39,867

This funding provides emergency homeless shelter operations for the Annie Ross House in Milwaukie.

Planning and Admin

37. ESG HMIS \$64,756 \$64,756 \$64,756

Staffing to train case managers and manage the Homeless Management Information System (HMIS) that collects data on the number and types of homeless persons and families.

Administration

38. ESG Administration \$12,542

Administration of Emergency Solution Grant (ESG) program including federal reporting, contract management and program performance reporting.

Emergency Solutions Grant Sub-Total \$167,232 \$64,756 \$64,756

Grand Total \$3,634,796 \$2,321,256 \$1,944,306

May 3, 2012

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

Approval of three Change Orders to the Contract between Clackamas County and Ted Pulliam Well Drilling Co. for the Compton Well Rehabilitation Project

The Community Development Division (CD) of the Health, Housing & Human Services Department requests the approval of Change Orders #1, 2, and 3 in the construction contract with Ted Pulliam Well Drilling Company for the Compton Well Rehabilitation Project in Boring.

Change Orders #1, 2, and 3 consists of 4 item changes to the original scope of work. Change Order #1 provides for installing new enamel-coated cast iron bowls and bearings within the well. Change Order #2 is requesting a time extension of 30 days to the contract, for a new completion date of June 1, 2012. Change Order #3 is for new fittings and a new ultrasonic meter. Change Order items 1 and 3 are expected to improve well performance. The project engineer, Boring water district manager and CD project coordinator have reviewed all of the items and deemed the additional costs to be within industry standards and found to be fair and reasonable. See the costs below:

| | |
|--|--------------------|
| Change Order 1: New enamel-coated cast iron bowls and rubber bearings..... | \$10,000.00 |
| Change Order 2: A time extension related to Change Order 1..... | \$ 0.00 |
| <u>Change Order 3: New fittings and new ultrasonic meter.....</u> | <u>\$ 2,165.00</u> |
| Total:..... | \$12,165.00 |

The CDBG funds budgeted for this project is \$90,000 dollars. The construction contract is for \$54,818 dollars. There are CDBG funds available to assist with these Change Orders. Change Orders 1 and 3 increased the project to \$66,983 (22.2%). The Boring Water District will provide 20% of the final project costs for the project which include engineering services and site work totaling \$18,388 dollars. Approval of these Change Orders will have no impact on the County General Fund. County Counsel reviewed the construction agreement on February 6, 2012.

Recommendation:

We recommend approval of the attached construction contract and that Cindy Becker be authorized to sign Change Orders 1, 2 and 3 on behalf of the Board of County Commissioners. These Change Orders increase the contract amount by 22.2%.

Respectfully submitted,

Cindy Becker
Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Steve Kelly/ Community Development at (503) 650-5665.

CHANGE ORDER FORM

Ted Pulliam Well Drilling, Inc.
 PO Box 505
 Gresham, Oregon 97030

() Ted Pulliam Well Drilling
 (✓) Curran-McLeod, Inc.
 () H3S Director

Project Name: Compton Well Rehab. Project
 Project Address: Boring, OR 97009

Change Order No: **1**
 Contract Date: 3/6/2012
 NTP Date: 3/19/2012
 Change Order Date: 3/26/12

Project Number: 53156

To: Clackamas County
 2051 Kaen Road, Suite #245
 Oregon City, Oregon 97045

The following changes have been authorized by Engineer, Clackamas County CD and Development.

The improvements to the Compton Well may produce increased amounts of sand from the aquifer formation due to the increased size of the casing perforations specified. The existing well pump will likely suffer increased wear. Experience with other wells in this formation has shown the sand to accelerate wear on pump parts.

The Change Order resolves the external wear on the pump by replacing the cast iron bowls with vitreous enamel-coated cast iron bowls and replacing rubber bearings with hardened thermoplastic polymeric alloys.

Vitreous enamel coating is very hard and will protect the cast iron pump bowls from excessive wear. It is estimated that the effective life of the pump may be extended ten years.

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 1 = + \$10,000.00

| | |
|---|--------------|
| Original Contact Price | \$ 54,818.00 |
| Net Change by Previous Change Orders | \$ 0.00 |
| Contract Price prior to this Change Order | \$ 54,818.00 |
| Contract Price will be (increased) (unchanged) by this Change Order | \$ 10,000.00 |
| The new Contract Price including this Change Order will be | \$ 64,818.00 |
| The Contract Time will be increased by this Change Order (<u>0</u>) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is (<u>05/02/12</u>). | |

Approved:
 by: Adele Pulliam 3/27/12
 Adele Pulliam, President (date)
 Ted Pulliam Well Drilling Inc.

Approved:
 by: Patrick D. Curran 3/26/12
 Patrick D. Curran, Project Engineer (date)
 Curran-McLeod, Inc., Consulting Engineers

Approved:
 by: Larry Alexander 3/27/12
 Larry Alexander, District Manager (date)
 Boring Water District #24

Approved:
 by: _____
 Cindy Becker, Director of Health (date)
 Housing & Human Services

CHANGE ORDER FORM

Ted Pulliam Well Drilling, Inc.
PO Box 505
Gresham, Oregon 97030

() Ted Pulliam Well Drilling
() Curran-McLeod, Inc.
() H3S Director

Project Name: Compton Well Rehab. Project
Project Address: Boring, OR 97009

Change Order No: 2
Contract Date: 3/6/2012
NTP Date: 3/19/2012
Change Order Date: 4/13/12

Project Number: 53156

To: Clackamas County
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

The following changes have been authorized by Engineer, Clackamas County CD and Development.

A time extension is requested to assure that the hardened pump bowls under Change Order #1 are received from the pump supplier, installed and tested within the contract time.

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 2 = \$0.00

| | |
|--|--------------|
| Original Contract Price | \$ 54,818.00 |
| Net Change by Previous Change Orders | \$ 10,000.00 |
| Contract Price prior to this Change Order | \$ 64,818.00 |
| Contract Price will be (increased) (unchanged) by this Change Order | \$ 0.00 |
| The new Contract Price including this Change Order will be | \$ 64,818.00 |
| The Contract Time will be increased by this Change Order (30) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is (06/01/12). | |

Approved:

by: Adele C. Pulliam 4-15-12
Adele Pulliam, President
Ted Pulliam Well Drilling Inc.

Approved:

by: Patrick D. Curran 4/13/12
Patrick D. Curran, Project Engineer
Curran-McLeod, Inc., Consulting Engineers

Approved:

by: Larry Alexander 4-13-12
Larry Alexander, District Manager
Boring Water District #24

Approved:

by: _____
Cindy Becker, Director of Health
Housing & Human Services

CHANGE ORDER FORM

Ted Pulliam Well Drilling, Inc.
PO Box 505
Gresham, Oregon 97030

(X) Ted Pulliam Well Drilling
(X) Curran-McLeod, Inc.
(X) H3S Director

Project Name: Compton Well Rehab. Project
Project Address: Boring, OR 97009

Change Order No: 3
Contract Date: 3/6/2012
NTP Date: 3/19/2012
Change Order Date: 4/18/12

Project Number: 53156

To: Clackamas County
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

The following changes have been authorized by Engineer, Clackamas County CD and Development.

The improvements to the Compton Well may produce increased amounts of sand from the aquifer formation due to the increased size of the casing perforations specified. The existing turbine meter will likely suffer increased wear. Experience with other wells in this formation has shown the sand to accelerate wear on inline meters.

The Change Order resolves the external wear on the meter by replacing it with an ultrasonic meter that senses the flow velocity by ultrasonic pulses and measuring the Doppler effect on the sound response. There are no moving parts in contact with the water.

Fittings are needed to install the new meter whose dimensions differ from the existing.

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 3 = + \$2,165.00

Original Contact Price \$ 54,818.00
Net Change by Previous Change Orders \$ 10,000.00
Contract Price prior to this Change Order \$ 64,818.00
Contract Price will be (increased) (unchanged) by this Change Order \$ 2,165.00
The new Contract Price including this Change Order will be \$ 66,983.00
The Contract Time will be increased by this Change Order (0) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is (06/01/12).

Approved: Adele Pulliam 4-19-20 by: Patrick D. Curran 4/18/12
Adele Pulliam, President (date) Patrick D. Curran, Project Engineer (date)
Ted Pulliam Well Drilling Inc. Curran-McLeod, Inc., Consulting Engineers

Approved: Larry Alexander 4-19-12 by: Cindy Becker 4/18/12
Larry Alexander, District Manager (date) Cindy Becker, Director of Health (date)
Boring Water District #24 Housing & Human Services



5



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 3, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT FOR ODOT
TO PROVIDE RIGHT OF WAY SERVICES AS TO LAWNFIELD ROAD AS
PART OF THE SUNRISE JTA PROJECT**

The Jobs and Transportation Act of 2009 funded the Sunrise JTA project ("Project"), a collaborative effort on the part of the Oregon Department of Transportation ("ODOT") and Clackamas County to improve transportation in the vicinity of the Clackamas and Lawnfield industrial areas adjacent to Interstate 205 and OR 212/224 and to improve access to and from I-205 eastwards. The reconstruction of selected adjacent County roads to improve existing roadway capacity is an important part of this Project. A central element of this aspect of the Project is the County's reconstruction of Lawnfield Road from 97th Avenue to 98th Court.

In order to improve Lawnfield Road it is necessary that some additional right of way be acquired. In order to achieve internal and external consistency within the Project and to achieve economies of scale, ODOT proposes to handle all the right of way acquisitions. The Intergovernmental Agreement ("IGA") which the Board is now being asked to approve delegates to ODOT the acquisition of all right of way related to the County's reconstruction of Lawnfield Road.

Key elements of the IGA include:

1. The County is not liable for any expenditure under the IGA.
2. ODOT is strictly obligated to protect the rights of Clackamas County residents, landowners, and businesses by following the rules, policies, and procedures of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970, as amended, all as set out in ORS Chapter 35, just as if the County were making the acquisitions.
3. All offers to acquire property are required to be in writing, and any conveyances at more or less than the amount recommended by an appraisal must have an explanation justifying the amount paid.

This IGA has been reviewed by County Counsel.

RECOMMENDATION

The Department of Transportation and Development respectfully requests that the Board of County Commissioners, as part of the Sunrise JTA Project, delegate to the Oregon Department of Transportation the performance of right of way services related to the reconstruction of Lawnfield Road according to the terms and conditions of the attached intergovernmental agreement.

Respectfully submitted,



Cam Gilmour

Director, Department of Transportation and Development

For more information on this item, please contact Scot Sideras at (503) 742-4332 or scotsid@co.clackamas.or.us



6
CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Members of the Board:

Approval of Amendment #2 to the Contract Documents with Kittelson and Associates, Inc. for Consulting Services for Transportation System Plan Development - 2011

In June 2011, the County entered into a contract for personal services with Kittelson and Associates for transportation planning consulting services to update the County's Transportation System Plan (TSP). The TSP will identify a system of transportation facilities and services adequate to meet community needs and to achieve compliance with the Transportation Planning Rule, Region Transportation Plan and the County's vision and goals for the transportation network. When completed, this TSP will replace the transportation element of the Comprehensive Plan and the Public Facilities Plan for Transportation.

The intent of Amendment #2 is for Kittelson and Associates to provide additional time and attention for work with the public during the policy development and project identification phases of the project. A series of additional meetings, both "Program and Policy Work Group" and "Geographic Based Project and Study Work Group", are designed to build the Public Advisory Committee's knowledge and understanding of the recommendations, as well as provide the opportunity to broaden the meeting participation to include local residents impacted by the project recommendations. This second budget amendment expands the scope of work to include up to twenty "Geographic Based Project and Study Work Group" meetings, thirteen "Program and Policy Work Group" meetings and three additional PAC meetings.

The proposed Amendment #2 will add \$79,920.44 to the contract with Kittelson and Associates. In February, Amendment #1 added \$66,905.30 to the original contract amount of \$750,069.00. With Amendment #2, the new contract value will be \$896,894.74.

This Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs Amendment #2 to the contract with Kittelson and Associates for transportation planning consulting services for the Clackamas County Transportation Systems Plan update project

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on Board Agenda of May 3rd, 2012 By Purchasing Department

For information on this issue or copies of attachments
please contact Karen Buehrig at (503) 742-4683



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

May 3, 2012

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 3, 2012, this Amendment #2 to the contract with Kittelson & Associates, Inc. for **Consulting Services for Transportation System Plan Development - 2011**. This amendment was requested by Karen Buehrig, Project Manager. The original contract amount was \$750,069.00. Amendment #1 increased the compensation by \$66,905.30. Amendment #2 will increase the contract compensation by \$79,920.44 to cover added services for working with the public during the policy development and project identification phases of the project. The new total contract amount is not to exceed \$896,894.74. This amendment has been reviewed and approved by County Counsel and is in compliance with LCRB Rule C047-0800. Funds are available in account line 215-2424-00-431000 through fiscal years 2011/2012, 2012/2013 and 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



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COPY GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 3, 2012

County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 1 for the 2006 Metro Natural Areas Bond Measure, Local Share Allocation for Clackamas County Parks

In November 2006, voters of the region approved Metro's Natural Areas Bond Measure to fund the acquisition and improvement of natural areas. A portion of the \$227.4 million in bonds is allocated for distribution to local jurisdictions to fund "local share" projects. Clackamas County Parks will receive in total \$1,937,528 from the bond. The original IGA was signed in September 2007 (see copy attached).

Projects funded and completed included: Barton Park's west campground improvements, acquisition of two acres of property along the Clackamas River known as Billy Goat Island, Boring Station Trailhead Park concept planning, acquisition of additional property for parking at the Boring Station Trailhead site, property acquisition along the Molalla River in Canby known as Knights Bridge, and the Madrone Wall Park planning project.

Projects still in progress include: the Boring Station Trailhead Park construction (nearly complete), Springwater Corridor Trail paving from Rugg Road to Dee Street in Boring, funding pledged for the Rosemont Trail construction along Rosemont Road in unincorporated Clackamas County, and Phase 1 improvements to Madrone Wall Park. Total outstanding funding included in Amendment No. 1 of the IGA is \$496,659.47.

The original IGA expired March 31, 2012. Amendment No. 1 extends the term of the IGA through March 31, 2013, to allow Clackamas County Parks to expend the remaining funds and substantially complete the four aforementioned projects.

County Counsel has reviewed and approved the attached Amendment No. 1 to the IGA.

Recommendation

Staff respectfully recommends the Board approve Amendment No. 1 to the IGA with Metro for the local share bond funds.

Sincerely,

Gary Barth
Director

For information on this issue or copies of attachments, please
contact Jeroen Kok at 503-742-4421



600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 927829

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, hereinafter referred to as "Local Share Partner."

This amendment is a change order to the original Scope of Work as follows:

Metro's funding obligation expiration date is extended from March 31, 2012 to March 31, 2013 to allow Local Share Partner to finish project planning, to leverage resources and complete the following four park projects: Spring Water Trail Improvements, Rosemont Trail Improvements, Boring Station Trailhead Park and Madrone Wall Improvements.

Metro shall pay Local Share Partner for services performed and materials delivered under this amendment in the amount not to exceed FOUR HUNDRED NINETY SIX THOUSAND SIX HUNDRED FIFTY NINE AND 47/100THS DOLLARS (\$496,659.47), for a total contract amount not to exceed ONE MILLION NINE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED TWENTY EIGHT AND 00/100THS DOLLARS (\$1,937,528.00).

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CLACKAMAS COUNTY

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

T:\Remfma\contracts\927829 AM 1.docx



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

May 3, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO.1
AND RICHARD PHILLIPS MARINE, INC.
FOR THE
HOODLAND WPCP EMERGENCY OUTFALL REPAIR PROJECT

Flooding of the Sandy River in January 2011 devastated the existing diffuser outfall rendering it inoperable. The District initiated an emergency repair plan in coordination with DEQ to install a temporary diffuser to maintain adequate mixing of the discharge while evaluating alternatives that may enable the District to discharge without risking future damage to the infrastructure. The Districts long term desire is to find an alternative that limits its dependence on point source discharge to the river to emergency overflow only.

This agreement is for the construction of the immediate repairs to the outfall that will provide adequate effluent discharge mixing in compliance with DEQ while the District evaluates permanent solutions that would eliminate or minimize the risk of flooding impacts to the infrastructure.

Funding for this project has been budgeted in the 2011/2012 and 2012/2013 budget years and is identified as the Hoodland Outfall Repair Project.

The District has publicly advertised and opened bids for the Hoodland Water Pollution Control Plant (WPCP) Emergency Outfall Repair Project. In addition, the District held a mandatory pre-bid meeting with bidders, allowing extensive interaction of District personnel with primary bidders. The District also confirmed the successful bidder is eligible to perform work in the State of Oregon and is not on the States ineligible list. Of the bids received, it has been determined that Richard Phillips Marine, Inc. is the low responsive bidder for a not to exceed amount of \$213,500.

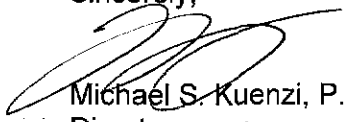
RECOMMENDATION:

Staff respectfully recommends that:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, a county service district ("District"), and as the Local Contract Review Board, make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that bids were opened publicly at the designated time; and

2. The Board approve the contract for the Hoodland WPCP Emergency Outfall Repairs Project between the District and Richard Phillips Marine, Inc. for an amount not to exceed \$213,500; and
3. Notice of Award be given to Richard Phillips Marine, Inc. and that the District's personnel be authorized to execute a Notice to Proceed upon execution of the contract documents and provision of all insurance and bond requirements; and
4. The Director of Water Environment Services be authorized to sign and execute the contract for construction between the District and Richard Phillips Marine, Inc. without further Board action.

Sincerely,



Michael S. Kuenzi, P.E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

SECTION 00301

BID FORM

To: Randy Rosane, PE, Project Manager

Address: Tri-City WPCP
 Construction Trailer
 15941 S. Agnes Ave., Oregon City, Oregon 97045

Project Title: Hoodland WPCP Outfall Emergency Repairs

1. BIDDER'S DECLARATION:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER ACCEPTS:

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) consecutive calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) consecutive calendar days after the date of OWNER's Notice of Award.

3. BIDDER's REPRESENTATIONS:

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Number and Date):

Addenda No. _____ Date NONE

Addenda No. _____ Date _____

Addenda No. _____ Date _____

b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

c. BIDDER's authorized representative attended the mandatory pre-bid conference is hereby acknowledged.

sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by ENGINEER as described in the Instructions to Bidders, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. TOTAL BASE BID:

The undersigned hereby proposes to furnish all equipment, material and labor and perform all work hereinafter indicated for the Hoodland WPCP Emergency Outfall Repair Project, located at Welches, Oregon, in strict accordance with the Contract Documents for the Basic Bid as follows:

BASIC BID AMOUNT:

\$ Two hundred $\frac{1}{2}$ Fourteen thousand $\frac{3}{4}$ No/100-
(in words)

\$ 214,000.00
(in figures)

ADDITIVE BID ALTERNATE ITEM #1 (CONTROL DENSITY FILL) as described in Section 01010, Part 1.01-B:

SUBTRACT \$ Five hundred dollars $\frac{1}{2}$ No/100
(in words)

\$ <500.00>
(in figures)

TOTAL BID AMOUNT (INCLUDING BID ALTERNATE):

\$ Two hundred $\frac{1}{2}$ thirteen thousand dollars $\frac{3}{4}$ No/100
(in words) *+ five hundred*

\$ 213,500.00
(in figures)



Beyond clean water.

10

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 3, 2012

Board of Commissioners
Clackamas County

Members of the Board:


**APPROVAL AND ACCEPTANCE OF A SERVICE CONNECTION
MORTGAGE IN THE NORTH CLACKAMAS SERVICE AREA FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

The property owner listed on the attached service connection mortgage has qualified under the requirements of the District's Rules and Regulations, which allow for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property owned by David Bradley. Map and Tax Lot: 12E29AD01600 & 12E29AD01700. The mortgage is in the amount of \$ 22,767.22 and will be repaid over a ten-year period. District counsel has reviewed and approved the mortgage as to form.

RECOMMENDATION

We respectfully recommend that the Board of Commissioners accept the attached service connection mortgage as required by CCSD No.1 Rules and Regulations.

Sincerely,



Michael S. Kuenzi, P.E.
Director

For information on this issue or copies of attachments
Please contact Trista Crase at (503) 742-4566

No Change in Tax Statements

After recording, return to:

Water Environment Services
Clackamas County Service District No.1
150 Beaver Creek Rd
Oregon City, OR 97045

Space Left Blank for Recording Stamp

Accepted By Clackamas County

Agenda Date & Number: _____

OR

Board Order Number: _____

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
SERVICE CONNECTION MORTGAGE**

THIS MORTGAGE is made this 25 day of April 2012 by and between David G. Bradley herein called "Mortgagors") and Clackamas County Service District No. 1, Clackamas County, Oregon (hereinafter called "District").

RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of \$ 22,767.22 for the privilege of connecting the property more particularly described on Exhibit A as Parcel 1, tax lot 12E29AD01600 and on Exhibit A as Parcel 2, tax lot 12E29AD01700 attached hereto and incorporated by reference, to the District's sewerage system.

Mortgagor desires to defer payment of the system development and collection sewer charges and the District has agreed to such deferral. Therefore the parties agree as follows:

1. **Definitions.** As used herein the following terms shall have the following meanings.

1.1 **Event of Default.** Any of the happenings and occurrences described in paragraph 4.

1.2 **Fixtures.** To the extent of Mortgagor's interest therein, all fixtures now, or to any time hereafter, attached to or used in any way in connection with the operation, use or occupation of the Real Property, including, without limitation, all machinery and equipment, furniture and furnishings, screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, plants, boilers, tanks, furnaces, radiators, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, all heating, lighting, plumbing, gas, electric, ventilation, refrigerating, air conditioning and incinerating equipment of whatever kind and nature, all of which are hereby declared and shall be deemed to be fixtures and accessory to the fee and part of the Real Property as between

the parties hereto, their heirs, legal representatives, successors and assigns and all persons claiming by, through or under them.

1.3 Improvements. All buildings and other improvements and all additions thereto and alterations thereof now, or at any time hereafter, located upon the Land or any part thereof.

1.4 Indebtedness. The promissory note made by Mortgagor, payable to District, dated this date, in the amount of \$22,767.22, the final payment of which, if not sooner paid is due July 1, 2022, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

1.5 Land. The property described on attached Exhibit A.

1.6 Obligations. The covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor to or due District under this Mortgage.

1.7 Real Property. The Land, the Improvements and the Fixtures together with all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements and appurtenances of the Land, and all right, title and interest of Mortgagor in and to any streets, ways, alleys or strips adjoining the Land or any part thereof.

2. Grant. To secure payment of the Indebtedness and performance and discharge of the Obligations, Mortgagor hereby grants, bargains, sells and conveys and assigns to Mortgagor, a mortgage on the real property.

3. Covenants. Until the entire Indebtedness has been paid in full, Mortgagor covenants and agrees as follows:

3.1 Repayment of Indebtedness. Mortgagor agrees to pay to the District system development and collection sewer charges of \$22,767.22 in not less than (20) equal installments of \$1,138.36 each on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

3.2 Future Advances. The parties hereto agree that if there is a change in class of service requiring the payment of additional system development and collection sewer charges, District, at its option and if the owner qualifies pursuant to the criteria in the Rules and Regulations, may allow those additional system development and collection sewer charges to be financed and secured by this mortgage without loss of priority.

3.3 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be

applicable to it or to the Real Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

3.4 Payment of Taxes and Other Government Charges. Mortgagor will promptly pay and discharge, or cause to be paid and discharged, before delinquency, all real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and other governmental charges and any interest or costs for penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Real Property which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Real Property, or the rent or income received therefrom, or any use of occupancy thereof, and any other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of Mortgagor's properties.

3.5 Repair. Mortgagor will keep the Real Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof, and will use Mortgagor's best efforts to prevent any act or thing which might impair the value or usefulness of the Real Property. Mortgagor shall not make any alternations or additions to the Improvements or remove any of the Improvements if such alternations, additions or removal would impair the value of the Real Property.

3.6 Inspection. District shall have the right, individually or through agents, at all reasonable times to inspect the Real Property.

3.7 Indemnification. Mortgagor shall indemnify and hold District and District's agents, legal representatives, heirs, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or in any way related to or affecting the Real Property or Mortgagor's use thereof.

3.8 Construction Liens. Mortgagor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, suppliers and the like. Mortgagor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Mortgagor desires to contest any such lien, immediately upon the commencement of any litigation concerning the same, Mortgagor may contest the lien by posting a bond necessary for its removal.

4. **Events of Default.** Each of the following shall be an Event of Default.

4.1 **Failure to Pay.** The failure of the Mortgagor to pay any portion of the Indebtedness when it is due.

4.2 **Other Defaults.** The failure of Mortgagor to observe or perform any of the Obligations, other than as specified in this paragraph 4, within 10 days after notice from District specifying the nature of the deficiency. No notice of default and opportunity to cure shall be required if during the prior 12 months District has already sent a notice to Mortgagor concerning a deficiency in performance of the same obligation.

4.3 **Insolvency.** The insolvency of Mortgagor; abandonment of the Real Property, or any parcel or portion thereof; an assignment by Mortgagor for the benefit of creditors; the filing by Mortgagor of a voluntary petition in bankruptcy or an adjudication that Mortgagor is bankrupt; the appointment of a receiver for the property of Mortgagor; or the filing of an involuntary petition in bankruptcy and the failure of Mortgagor to secure the dismissal of the petition within 30 days after filing. Any Event of Default under this paragraph 4 shall apply and refer to Mortgagor, any guarantor of the Indebtedness, and to each of the individuals or entities which are collectively referred to as "Mortgagor."

4.4 **Transfer.** The sale, conveyance, transfer or other disposition of the Real Property, or any part thereof, or any interest therein, including the transfer of possessory rights therein, directly or indirectly, either voluntarily, involuntarily or by operation of law, by contract, deed or otherwise, without District's prior written consent, which consent shall not be unreasonably withheld. The District may attach such conditions to its consent as District may determine in its sole discretion, including without limitation, an increase in the interest rate or the payment of transfer of assumption fees and the payment of administrative and legal fees and costs incurred by District.

4.5 The default under any superior encumbrance to this mortgage.

5. **Remedies.** Upon the occurrence of any Event of Default, District may exercise any one or more of the following remedies:

5.1 **Acceleration.** Declare the unpaid portion of the Indebtedness to be immediately due and payable.

5.2 **Foreclosure.** Foreclose this Mortgage in the manner provided by law for mortgage foreclosures.

5.3 **Receiver.** District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to

enter upon and take possession of the Real Property, collect the rents therefrom, and apply the same as the court may direct. Any receiver appointed may serve without bond. District shall not be disqualified to serve as receiver. The expense of the receivership (including counsel fees and other costs) shall be secured by this Mortgage.

5.4 Remedies Cumulative and Concurrent. The rights and remedies of District as provided in the Indebtedness and this Mortgage shall be cumulative and concurrent and may be pursued separately, successively, or together against Mortgagor or against other obligors, or against the Real Property, or any one or more of them, at the sole discretion of District, and may be exercised as often as occasion therefore shall arise.

5.5 Nonwaiver. The election of District not to exercise any option or remedy which they may have under this Mortgage with respect to any Event of Default shall not be deemed a waiver of District's right to exercise such rights or options as to any proceeding or subsequent Event of Default, nor shall it be deemed a waiver with respect to that Event of Default or any other remedy available to District under this Mortgage, the Note or applicable law.

5.6 Termination of Services. Mortgagor agrees that sanitary sewer service is necessary and vital for the continued use and functioning of the subject real property. If a default occurs under the terms of this Trust Deed, which default is not cured thirty days following written notice to Mortgagor, the beneficiary, in addition to any other remedies, may terminate sewer service to the subject property. Mortgagor, or its successors or assigns, shall be responsible for all costs associated with disconnection of service and reconnection to the public sewerage system.

6. Miscellaneous.

6.1 District's Right to Act. Upon an Event of Default, District may, at District's option and without waiver of the default, perform the same on behalf of Mortgagor. Expenditures made or charges incurred by District for the foregoing purposes shall be paid by Mortgagor to District immediately upon demand and shall be secured by this Mortgage. Nothing herein shall require District to advance monies for any purpose or to do any other act, and District shall not incur any personal liability because of District's action or inaction under this paragraph.

6.2 Attorney Fees and Costs. In the event action is instituted to enforce or interpret any of the terms of this Mortgage, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the action, as set by court, at trial, on appeal or review.