



AGENDA ***Revised**

Thursday, October 4, 2012 - 10:00 AM **Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-104

I. CALL TO ORDER

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

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

1. Proclaiming October 2012 as Domestic Violence Awareness Month in Clackamas County (Cristina Bondurant, Children, Youth & Families)

III. DISCUSSION ITEM *(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.)*

County Administration

- *1. Board Order No. _____ Appointing a Board Member for the Clackamas River Water District (Steve Wheeler, Dan Chandler)

IV. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. 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.)*

V. 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. Department of Transportation & Development

1. Approval of Intergovernmental Agreement No. 28134 with Oregon Department of Transportation to Share in the Use of the INRIX Traffic Data Licensing Agreement

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

VI. WATER ENVIRONMENT SERVICES

1. Acceptance of a Surface Water, Storm Drainage and Sanitary Sewer Easement on behalf of Clackamas County Service District No. 1
2. Approval to Purchase a Truck and Trailer for the Transportation of Dewatered Biosolids for Clackamas County Service District No. 1 and Tri-City Service District
3. Acceptance of a Conservation Easement on behalf of the Surface Water Management Agency of Clackamas County

VII. COUNTY ADMINISTRATOR UPDATE

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

October 4, 2012

Board of County Commissioners
Clackamas County

Members of the Board;

**Proclamation to declare October 2012 as
Domestic Violence Awareness Month in Clackamas County**

Domestic Violence is a serious crime that impacts our community at every level—from individual families to public health to the local economy. The problems of family violence cross all racial, social, religious, ethnic, geographic and economic groups. While important work is being done in our community by a number of public and private agencies to respond to and prevent domestic violence; it continues to be an ongoing issue.

In recognition of the impact of domestic violence on the lives of children and families and the need for greater awareness in our communities, the first Domestic Violence Awareness Month was observed in October 1987—the same year that the first national domestic violence toll-free hotline came into fruition. The U.S. Congress passed Public Law 101-112 in 1989 designating October of that year as National Domestic Violence Awareness Month; such legislation has passed every year since. (Adapted from the 1996 *Domestic Violence Awareness Month Resource Manual* of the National Coalition Against Domestic Violence).

Important research has been done at the local level on the impact of domestic violence in our community. From 2003 to 2010, 207 people were killed in the context of intimate partner violence in Oregon. Overall, intimate partner violence was accounted for in approximately one in four homicides and 45% of all homicides among females that occurred in Oregon. (*Oregon Health Authority Injury Prevention and Epidemiology Fact Sheet, 2012*).

Children are extremely affected by intimate partner violence. In 2011, children witnessed 33% of intimate partner physical assaults and 20% of intimate partner sexual assaults. (*Oregon Department of Human Services Domestic & Sexual Violence Factsheet, 2011*).

According to Children First for Oregon, 35.3% of founded abuse/neglect/threat of harm referrals in Clackamas County were related to domestic violence in 2011 (*Status of Oregon's Children, 2011*). Nearly 1 in 5 middle and high school students report having been hit, shoved, pinched, grabbed, or kicked by a dating partner (*CWS, 2012*).

The Children, Youth and Families Division actively supports and assists in developing evidenced based programs and initiatives that work towards addressing and preventing domestic violence. Our primary goals are to raise awareness in the community, increase safety and support for survivor/victims of domestic violence and hold those who abuse accountable for their actions. Some of the programs and initiatives underway in our County include:

- Specific campaigns designed to raise awareness about this issue during Domestic Violence Awareness Month, including a candlelight vigil, the Love is Respect Campaign and related

Healthy Families. Strong Communities.

Youth Art Show, outreach at the Willamette Falls Festival, displaying the Clothesline Project throughout the month and a DV specific Coffee Talk event focused on teens.

- Contracts with local programs to provide housing vouchers, long term supportive case management, eviction prevention and rapid re-housing assistance to survivors of domestic violence and their families.
- Partnership with the national Love is Respect Campaign to create a local version of their website for teens (www.loveisrespect.org/clackamas).
- The Family Violence Coordinating Committee (FVCC) meets monthly to develop and implement effective strategies to reduce and respond to domestic violence.
- The DV Fatality Review Team, which reviews domestic violence related homicides and makes recommendations to prevent such fatalities.
- Updating and maintaining a comprehensive website (www.endabuseclackamas.org) for domestic violence, to include local information and resources for all community members.

To learn more about domestic violence prevention and response, please call Christina Bondurant at 503-650-5684.

Recommendation:

Staff recommends the Board approve the attached Domestic Violence Awareness Month Proclamation.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Becker', with a date '1/11/03' written to the right.

Cindy Becker
Director

**PROCLAIMING OCTOBER 2012
AS DOMESTIC VIOLENCE AWARENESS MONTH
IN CLACKAMAS COUNTY**

WHEREAS, domestic violence is a serious crime in Clackamas County that affects people of all races, ages, gender, and income levels;

WHEREAS, family is the foundation of a safe and healthy community and it is the goal of Clackamas County for our communities to be safe;

WHEREAS, 4,289 calls for services for domestic violence survivors were received in our county in 2010;

WHEREAS, 1,426 survivors of domestic violence requested temporary emergency financial assistance in Clackamas County in 2011;

WHEREAS, 598 incidents of domestic violence involving 670 crimes were investigated by the Sheriff's Office in 2011;

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average;

WHEREAS, only a coordinated community effort will put a stop to this heinous crime;

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby proclaim the month of October 2012 as

***Domestic Violence Awareness Month
in Clackamas County***

We encourage all citizens of the County to join in this observance and urge everyone in the community to learn more about domestic violence and how to address it both individually and collectively.

Dated this 4th day of October, 2012

Clackamas County Board of Commissioners

Commissioner Charlotte Lehan, Chair

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Appointing a
Board Member for the
Clackamas River Water District



Order No.

THIS MATTER COMING before the Board of County Commissioners for consideration at its regularly scheduled public business meeting on October 4, 2012 is an Order appointing a Board member to fill the vacancy of Position #3 on the five-member Clackamas River Water District Board of Commissioners for the duration of the term until June 30, 2013; and

IT APPEARING to the Board that the Clackamas River Water District is unable to manage the regular operational and business matters of the district due to the lack of a general consensus among its board of commissioners; and

IT FURTHER APPEARING to the Board that this appointment is necessary because the Clackamas River Water District Board currently consists of four members and those members are unable to agree on a fifth member; and

IT FURTHER APPEARING to the Board that pursuant to ORS 198.320(1) the Board of County Commissioners is authorized to fill vacancies in district boards if a majority of the membership of the governing body cannot agree; and

IT FURTHER APPEARING to the Board that filling the vacancy will create a full membership of the district governing body, who can restore order and efficiency and conduct business that is in the best interest of the citizens of Clackamas County, the district, and its ratepayers.

NOW, THEREFORE IT IS HEREBY ORDERED as follows:

1. The Board of County Commissioners hereby appoints Larry Sowa to Position #3 of the Clackamas River Water District Board for the remainder of the term or until duly elected.

Dated this 4th day of October, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 4, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement No. 28134 with
Oregon Department of Transportation to Share in the Use of the
INRIX Traffic Data Licensing Agreement**

In 2011, Oregon Department of Transportation (ODOT) entered into a Traffic Data Licensing Agreement with INRIX to collect historical and real-time traffic information on roadways in the state of Oregon and Clark County, Washington. This data will be used by ODOT and other participating agencies to analyze our transportation system and determine areas of deficiency. There is no cost for Clackamas County to utilize this data.

This agreement will terminate on September 30, 2013.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve Amendment No. 28134 with Oregon Department of Transportation to share in the use of the INRIX Traffic Data Licensing Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner".

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Bikram Raghubansh at 503-742-4706.

**INTERGOVERNMENTAL AGREEMENT
INRIX Data Transfer**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the cities, counties or Metropolitan Planning Organizations signing on to this Agreement, hereinafter referred to as "Agencies," collectively referred to the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. The Parties agree that sharing the INRIX data is both to their mutual benefit and to the general public's benefit and promotes cost-effective and efficient use of public resources.

DEFINITIONS

INRIX: is a traffic services company providing historical and real-time traffic information to businesses and individuals in the United States and Europe.

INRIX Data: is "INRIX® Historical Traffic Flow" historical average speeds by hour of day and day of week in up to fifteen (15) minute increments for virtually all Functional Class 1-2 roads in a defined geography, as well as some Functional Class 3-4 and higher roadways. Data files to be delivered shall be "Full HTF TMC 672 Stats". The statistics are based on input data for the 2008, 2009, and 2010 calendar years only, aggregated separately, leveraging the INRIX "Smart Dust Network" and are reported at the TMC level. The INRIX Data to be delivered will have no updates.

Tele Atlas' Traffic Message Channel (TMC) Codes Shapefile: is data provided through INRIX that connects INRIX data with geographic links.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agencies agree to partner to share in the use of the Traffic Data Licensing Agreement executed between State and INRIX for certain proprietary, traffic-related data, as listed in Exhibit A, attached hereto and by this reference made a part hereof.
2. State is solely responsible for costs associated with the Traffic Data Licensing Agreement related to INRIX data only. Agencies shall not be liable for any expenditures under this Agreement.

3. This Agreement will supersede and replace Agreement No. 28011. Agreement No. 28011 will terminate upon execution of this Agreement.
4. This term of this Agreement shall begin upon the on the signature by State and the first Party to execute this Agreement and shall terminate September 30, 2013. The Agreement may be extended or modified by mutual consent of the Parties upon execution of amendments to this Agreement stating said modifications.
5. The Agencies agree to the conditions set forth in Exhibit A.

AGENCIES OBLIGATIONS

1. Agencies shall follow the INRIX license agreement, as listed in Exhibit A.
2. Agencies shall not distribute the INRIX data to any other organizations *without prior* written approval from State.
3. Agencies shall not be liable for any expenditures under this Agreement.
4. Each Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of the individual Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the individual Agency.
5. The Agencies Project Manager for this Project is will be listed on the INRIX Data Transfer Agreement Signature Page, or assigned designee upon individual's absence. Agencies shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State's responsibilities shall include coordination with Agencies regarding their efforts to administer the INRIX data described in Exhibit A. Coordination is expected to include periodic contact with Agencies by phone or e-mail and State participation in meetings with Agencies and others as necessary or requested by Agencies.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Sarah Abbott, Assistant Planner, 123 NW Flanders Street, Portland, Oregon, 97209, (503) 731-8445, Sarah.ABBOTT@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Any Party may terminate its participation by providing at least thirty (30) days written notice to the other Parties.
2. This Agreement may be terminated by mutual consent of all current Parties upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. State may terminate this Agreement effective upon delivery of written notice to Agencies, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agencies fail to perform any of the other provisions of this Agreement, including Exhibit A, in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - b. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. The Parties agree to share data, findings, reports and information as a result of the INRIX data with each other.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or any other Party or Parties with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party or Parties in

such proportion as is appropriate to reflect the relative fault of State on the one hand and of the Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with State (or would be if joined in the Third Party Claim), the Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Party or Parties on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Party or Parties contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. The Parties acknowledge and agree that the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
11. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agencies/State
Agreement No. 28134

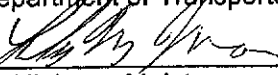
12. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties, and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

State Contact:

Sarah Abbott, Assistant Planner
ODOT - Region 1
123 NW Flanders Street
Portland, OR 97209
503-731-8445
Sarah.ABBOTT@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By 
State Highway Maintenance and
Operations Engineer

Date 10/4/11

**APPROVED AS TO FORM AND AS AN
AGREEMENT TO AGREE**

By 
Assistant Attorney General

Date 10/3/11



WATER
ENVIRONMENT
SERVICES

Beyond clean water.

4

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

October 4, 2012

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTANCE OF SURFACE WATER AND STORM DRAINAGE EASEMENT
ON BEHALF OF CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

The attached Surface Water, Storm Drainage and Sanitary Sewer Easement is being offered to the District in order to allow access to a public storm drainage line for maintenance. The owners Sunnyside Village LLC have offered the easement at no cost to the District, which is described in the attached Exhibit A and B.

RECOMMENDATION:

Staff respectfully recommends that the Board accept the surface water, storm drainage and sanitary sewer easement on behalf of Clackamas County Service District No. 1.

Sincerely,

Michael S. Kuenzi
Director

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

After recording, return to:
Clackamas County Service District No. 1
150 S. Beaver Creek Road, Suite 430
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER AND STORM DRAINAGE EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Sunnyside Village LLC hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No. 1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 4500

See Exhibit "A" for permanent easement legal description.
See Exhibit "B" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or other wise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 00.00 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

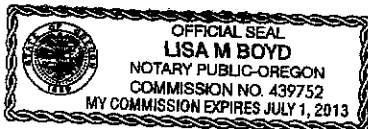
IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set their
_____ hand(s) and seal(s) this 13th day of September, 2012

Sunnyside Village, LLC
By: Julie S. Sewery SEAL
member (Legal Owner)

(Legal Owner)

STATE OF OREGON)
County of Clackamas) ss.

Personally appearing the above named JULIE S. SEWERY and acknowledged the foregoing instrument to be her voluntary act and deed this 13th day of September, 2012



Lisa M Boyd
Notary Public for Oregon
My Commission Expires: JULY 01, 2013



WATER ENVIRONMENT SERVICES

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

Beyond clean water.

October 4, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL TO PURCHASE TRUCK AND TRAILER FOR THE TRANSPORTATION OF DEWATERED BIOSOLIDS FOR TRI-CITY SERVICE DISTRICT AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

WES currently transports dewatered biosolids by truck from both Tri-City and CCSD#1 treatment plants to Sherman County on a daily basis. The payload and capacity limitations of the Districts' current trucking fleet dictate that we haul two loads per day to eastern Oregon.

Staff currently manages a biosolids fleet of seven long haul tractors with associated trailers and equipments. The current fleet is quickly reaching the end of its useful life and staff intends to eventually replace all of the fleet. However, it is their intent to limit replacement of the fleet until the solids planning process is completed. This planning effort may drive both districts away from its current land application model, potentially eliminating or greatly reducing the need for District owned fleet assets. Therefore, to avoid the potential of stranded investment, staff intends to only purchase one new unit at this time and push out any decision about additional fleet replacements unless the fleet's current risk profile significantly changes.

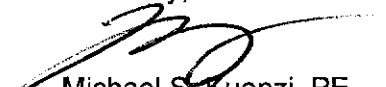
Staff intends to purchase of a new tractor and trailer combination that will double our current payload capacity. It is anticipated that the increased payload will reduce annual trips to Sherman County by 50%, reducing both staff effort and operating expenses. It is the intent of the Biosolids program manager to redeploy any immediate staff or operating savings to other areas of need within the program.

The cost of the procurement is \$275,000 and will be executed under the State of Oregon procurement contracts. The procurement will be a co-investment by both CCSD#1 and Tri-City since the new truck and trailer will serve the Biosolids programs of both districts. Funds for the effort have been identified the approved Districts' budget for FY2012/13.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the purchase of a larger truck for use by Tri-City and CCSD#1 for hauling dewatered biosolids.

Sincerely,


Michael S. Kuenzi, PE
Director

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



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

October 4, 2012

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTANCE OF A CONSERVATION EASEMENT ON BEHALF OF
SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

This conservation easement will protect the integrity, viability, conveyance and water quality functions of the sensitive area and associated buffer located on the property and are described in the attached Exhibits A and B. The District has provided the easement to the Grantors and the District is awaiting their signatures. As an accommodation to their schedule, staff is submitting the matter now but recommends the BCC take no action unless the executed easement is delivered. CHARLES HOFF, as Trustee of the Charles Hoff Living Trust U/T/A and COLLEEN LUCILLE JENSEN, Trustee or Successor Trustee in the Jensen Family Trust U/D/T will grant the easement to the District free of charge.

District counsel has reviewed the proposed Easement as to form.

RECOMMENDATION:

We respectfully recommend that the Board of County Commissioners accept the conservation easement on behalf of the Surface Water Management Agency of Clackamas Oregon and authorize the Director of Water Environment Services to sign the easement.

Sincerely,

Michael S. Kuenzi, PE
Director

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