



AGENDA

Thursday, May 15, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-43

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Final Award of 20 Project Based Vouchers to Central City Concern's Chez Ami Apartment Complex and Approval to Enter into a Housing Assistance Payment Contract

III. 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 meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

- 2 1. Proclaiming May 18th – 24th 2014 as National Public Works Week in Clackamas County (Barb Cartmill, Department of Transportation & Development)
- 3 2. Resolution No. _____ Naming the County's Fleet/Weighmaster Building as the Grady J. Waxenfelter Building (Barb Cartmill, Department of Transportation & Development)
- 4 3. Presentation of the Findings from the 2014 Clackamas County Community Survey (Gary Schmidt, Public and Government Affairs)

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

- 5 1. Approval to Apply for a Grant from Washington County for the Healthy Families Service Program – *Children, Youth & Families*

B. Elected Officials

- 6 1. Approval of Previous Business Meeting Minutes – *BCC*

VII. DEVELOPMENT AGENCY

- 7 1. Approval of Bylaws for the Clackamas County Development Agency Budget Committee

VIII. WATER ENVIRONMENT SERVICES

- 8 1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Clackamas County for Facilities Management and Maintenance Services
- 9 2. Approval and Acceptance of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1
- 10 3. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District Regarding the Provision of Management Services

IX. COUNTY ADMINISTRATOR UPDATE

X. 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.

www.clackamas.us/bcc/business.html

May 15, 2014

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Final Award of 20 Project Based Vouchers to Central City Concern's Chez Ami Apartment Complex and Approval to Enter into a Housing Assistance Payment Contract

Purpose/Outcomes	Defines Payment Requirements for Project Based Rental Assistance for 20 units at Chez Ami Apartments located at 8358 SE Causey, Happy Valley, OR 97086
Dollar Amount and Fiscal Impact	\$155,040
Funding Source	U.S. Department of Housing and Urban Development
Safety Impact	None
Duration	June 1, 2014 - June 1, 2029 (15 years)
Previous Board Action	The Housing Authority of Clackamas County Board of Commissioners approved the award of Project Based Vouchers on 8/15/2013
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	6669

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the of Health, Housing and Human Services Department , requests approval to make final award of 20 Project Based Vouchers (PBVs) to Central City Concern's (CCC's) Chez Ami Apartments located at 8358 SE Causey, Happy Valley, OR 97086.

The Board approved a conditional award of 20 units of PBVs to CCC Chez Ami Apartments on August 15, 2013. Due to a cut in funding following this conditional award, HACC was unable to commit to funding immediately. Now that Congressional funding levels have resumed, HACC is now prepared to award and enter into a Housing Assistance Payment (HAP) contract with CCC for the PBVs at Chez Ami. Chez Ami is an affordable housing complex consisting of 40 studio apartments designated for homeless families with disabilities recovering from alcohol or drug addiction. Wrap around services are provided on and off site to these families to maintain stabilization and obtain self sufficiency.

Chez Ami has been operating since 2002 with tenant rent limited to the greater of 30% of income or \$150. This flat revenue source currently is not meeting the operating expense needs of the facility and PBVs provide a revenue source of \$646 per unit to help the County maintain this valuable recovery resource.

RECOMMENDATION:

Staff recommends the Board approval to give final award of 20 PBVs to CCC's Chez Ami Apartments and enter into a HAP Contract with CCC effective June 1, 2014. Additionally staff recommend the Board authorizes Cindy Becker, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cindy Becker". The signature is written in black ink and extends to the right with a long horizontal flourish.

Cindy Becker, Director

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of Clackamas County (PHA) and

Chez Ami Limited Partnership (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

Previous editions are obsolete

**Project-based Voucher Program
HAP Contract for Existing Housing**

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EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of HAP contract

1. Effective date

a. The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards.

b. For all contract units, the effective date of the HAP contract is:

June 1, 2014

c. The term of the HAP contract begins on the effective date.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is: June 1, 2014 through May 31, 2029.

b. The initial term of the HAP contract may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at

the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy

payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
 - c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
 - d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
 - e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
 - f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.
- 3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other

amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.
5. The following specifies the number of contract units (if any):
 - a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.



Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled

families: 20 units

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:

_____.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:

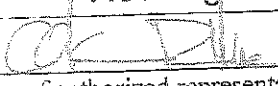
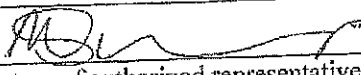
_____.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families

receiving supportive services: 20 units.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

PUBLIC HOUSING AGENCY (PHA)	
Name of PHA (Print)	
Housing Authority of Clackamas County	
By:	
Signature of authorized representative	
Name and official title (Print) Chuck Robblns, Executive Director, Housing Authority of Clackamas County	
Date	
OWNER	
Name of Owner (Print)	
Chez Ami Limited Partnership through its General Partner Central City Concern	
By:	
Signature of authorized representative	
Name and title (Print) Mariet Steenkamp, Chief Financial Officer	
Date	5/6/14

Project-based Voucher Program
HAP Contract for Existing Housing

Previous editions are obsolete

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**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

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2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Household. The family and any PHA-approved live-in aide.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

**Project-based Voucher Program
HAP Contract for Existing Housing**

Previous editions are obsolete

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HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- a. This is a HAP contract between the PHA and the owner.

- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.
4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all

or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD

requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or

family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as

Project-based Voucher Program
HAP Contract for Existing Housing

Previous editions are obsolete

HUD 52530B Page - 12 -
of Part 2

amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS
REQUIRED BY HUD OR PHA**

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the

PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - C. The creation of a security interest in the HAP contract or the property;
 - D. Foreclosure or other execution on a security interest; or
 - E. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

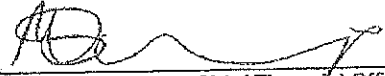
25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

CENTRAL CITY CONCERN



Mariet Steenkamp, Chief Financial Officer

5/6/14
Date

HOUSING AUTHORITY OF CLACKAMAS COUNTY



Chuck Robbins, Director

5/6/14
Date

CLACKAMAS COUNTY

- Chair: John Ludlow
- Commissioner: Jim Bernard
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing & Human Services

Date

Exhibit Attachment

Housing Assistance Payments Contract for Project-Based Assistance

Exhibit A: This contract covers the project called Chez Ami Apartments. This project consists of 40 studio units, located at 8358 SE Causey, Happy Valley, Oregon 97086. 20 units are awarded Project Based Vouchers under this contract.

The following units are receiving housing assistance under the Project Based Voucher Program through the Housing Authority of Clackamas County:

101	203
103	204
104	206
105	207
106	208
110	209
113	210
115	215
201	217
202	220

All units are studio units with contract rent set at \$646. **As per the contract the Housing Authority of Clackamas County is opting to not make any vacancy loss payments.**

Exhibit B: The units listed in the contract will be used to serve (target population participants with income at or below 40% MFI. Preference will be given to households at or under 30% MFI, homeless or at risk of institutionalization and disabled.

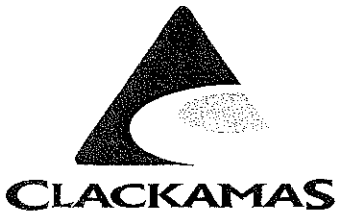
Services will be provided by: Clackamas County Behavioral Health and will include case management, medication management, group treatment options, peer support, skills training, and supported employment.

Owner will provide standard maintenance to the property

Exhibit C: Owner will pay for all utilities including gas, electric, water, sewer and garbage. Owner will provide a range and refrigerator in each unit. Tenant has no financial responsibility for utilities.

Exhibit D: Chez Ami is a 40 unit apartment building that provides affordable studio apartments and mental health supportive services to very low-income, mentally ill, homeless single adults. Chez Ami is an alcohol and drug-free environment that provides safe and supportive housing to help residents stabilize and redirect their lives toward self-sufficiency, physical and economic well-being. The PBV's will be made available to this general population.

Chez Ami was constructed in 2002 and is in compliance with Section 504. For new construction Section 504 requires that 5% of the units must be accessible to individuals with mobility impairments and 2% (1 unit) must be accessible to individuals with sensory impairments. At Chez Ami 4 units are fully ADA accessible, including bathrooms internal to the units: #104, 106, 214, 216. The building has one elevator with two accessible decks on the 2nd floor and an accessible, covered patio on the ground floor. There is also one ADA parking space in the lot.



May 15, 2014

2
COPY

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

PROCLAIMING May 18-24, 2014 AS
NATIONAL PUBLIC WORKS WEEK IN CLACKAMAS COUNTY

Purpose/Outcomes	To recognize and celebrate the vital role played by our public works employees -- in transportation, in solid waste management, in water treatment and in public facilities -- in supporting a healthy, safe and thriving County for residents, businesses and visitors.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	Safety is a top priority for our public works departments. The work done by these employees increases safety for County residents and visitors every day.
Duration	May 18-24, 2014
Previous Board Action	None
Contact Person	M. Barbara Cartmill, Acting Director, Department of Transportation and Development -- 503-742-4326

BACKGROUND:

Healthy, safe and thriving communities are made possible by the infrastructure and basic services known as public works. In Clackamas County these essential structures, systems and services are provided by many hard-working men and women, including those who work in Transportation Maintenance, Transportation Engineering, Solid Waste and Sustainability, Water Environment Services and Facilities.

These more than 300 County employees are focused every day on supporting the new proposed County strategic goals of *Build Strong Infrastructure, Grow a Vibrant Economy, Ensure Safe, Healthy and Secure Communities, and Build Public Trust Through Good Government.*

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached resolution declaring May 18-24, 2014 as "National Public Works Week" in Clackamas County.

Sincerely,

M. Barbara Cartmill
Acting Director

**PROCLAIMING May 18-24, 2014 AS
NATIONAL PUBLIC WORKS WEEK IN CLACKAMAS COUNTY**

WHEREAS, public works services are of vital importance and are an integral part of maintaining the health, safety and well-being of the people of Clackamas County; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local government, and the private sector; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, highways, parks, public buildings and solid waste collection; and

WHEREAS, this year's theme, "Building for Today, Planning for Tomorrow" is a tribute to all public works employees who create the foundation of a stronger, more livable community; and

WHEREAS, the year 2014 marks the 54th annual National Public Works Week sponsored by the American Public Works Association; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our public works departments is materially influenced by the public's attitude and understanding of the work they perform.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby Proclaim, May 18-24, 2014 as

NATIONAL PUBLIC WORKS WEEK IN CLACKAMAS COUNTY

And call upon all residents and civic organizations to recognize the contributions that public works officials and workers make every day to our health, safety, comfort and quality of life.

DATED this 15th day of May, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

John Ludlow
Chair

Jim Bernard
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner

Tootie Smith
Commissioner



3

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

May 15, 2014

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board

**NAMING THE COUNTY'S FLEET / WEIGHMASTER BUILDING AS THE
GRADY J. WAXENFELTER BUILDING**

Purpose/Outcomes	To recognize, remember and express deep appreciation to County Weighmaster Grady Waxenfelter who lost his life on February 6, 2014, while performing his duties for Clackamas County.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	The role of the County Weighmaster is to help keep roadways safe for all travelers.
Duration	Ongoing
Previous Board Action	None
Contact Person	M. Barbara Cartmill, Acting Director, Department of Transportation and Development -- 503-742-4326

BACKGROUND:

County Weighmaster Grady Waxenfelter was shot and killed on February 6, 2014, while doing his job for Clackamas County, as he had been for nearly 17 years since he joined the County in 1997 as a mechanic. Grady was soon promoted to the position of senior mechanic in 1999 and then County Weighmaster in 2005.

Grady was a great colleague and friend to many people in the County, and his passing has left a gap that can never be filled. It is fitting and right that we honor his work and his life by giving his name to the building in which he worked.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached resolution declaring that from this day forth the Clackamas County Fleet / Weighmaster Building on Abernethy Road in Oregon City shall be known as the Grady J. Waxenfelter Building and directing that a plaque commemorating the new name be placed in a prominent location on the building.

Sincerely,

M. Barbara Cartmill
Acting Director

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

Resolution Naming the County's
Fleet/Weighmaster Building at the
Grady J. Waxenfelter Building



Resolution No.

WHEREAS, Grady J. Waxenfelter served the citizens of Clackamas County for 17 years, helping to keep our roadways safe by working first as mechanic, then senior mechanic and finally County Weighmaster; and

WHEREAS, Grady J. Waxenfelter was pointlessly killed on February 6, 2014, while performing his duties; and

WHEREAS, Grady J. Waxenfelter was an important and valued member of the Clackamas County team that works to support the health, safety and well-being of all citizens; and

WHEREAS, Grady J. Waxenfelter is greatly missed by his colleagues and friends, and can never be replaced; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Clackamas County Board of Commissioners declares that from this day forward the Clackamas County Fleet / Weighmaster Building located on Abernethy Road shall for evermore be known as the Grady J. Waxenfelter Building.

Dated this 15th day of May, 2014.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



4

GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

May 15, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation of findings from the 2014 Clackamas County Community Survey

Purpose/Outcomes	Share results from the 2014 Clackamas County Community Survey.
Fiscal Impact	The survey cost \$28,500.
Funding Source	The survey was budgeted from the county general fund.
Safety Impact	N/A
Duration	N/A
Previous Action	None
Contact Person	Tim Heider, Public Affairs Manager, (503) 742-5911

BACKGROUND

The 2014 Clackamas County Community Survey was commissioned by Public and Government Affairs under the direction of the Board of County Commissioners. A community survey has been conducted every two or four years since 2000 in order to:

- Assess citizen values and awareness of priority issues in the County.
- Measure citizen perceptions of the County's performance.
- Evaluate citizen's satisfaction with departmental responsiveness and communications effectiveness.

DHM Research conducted the survey, which involved a scientific telephone sampling of 400 County residents between February 27 and March 4, 2014.

- 54% of respondents say the County is on the "right track." That represents an increase from 46% in 2012.
- More than three-quarters of residents – 77%– rate Clackamas County excellent or good in its performance rating and service delivery.
- Top priorities of citizens include public safety and in particular the County's readiness to respond to natural disasters, economic development and providing assistance to vulnerable residents.

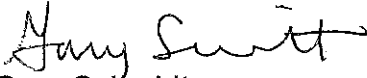
A final summary of the Community Survey is attached.

Today's presentation will focus on highlights from the survey outlining citizen satisfaction with the County and its many avenues for connecting with our citizens, stakeholders and the public.

RECOMMENDATION

Staff recommends a presentation during the May 15 business meeting regarding the 2014 Clackamas County Community survey findings.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary Schmidt".

Gary Schmidt
Director, Public and Government Affairs

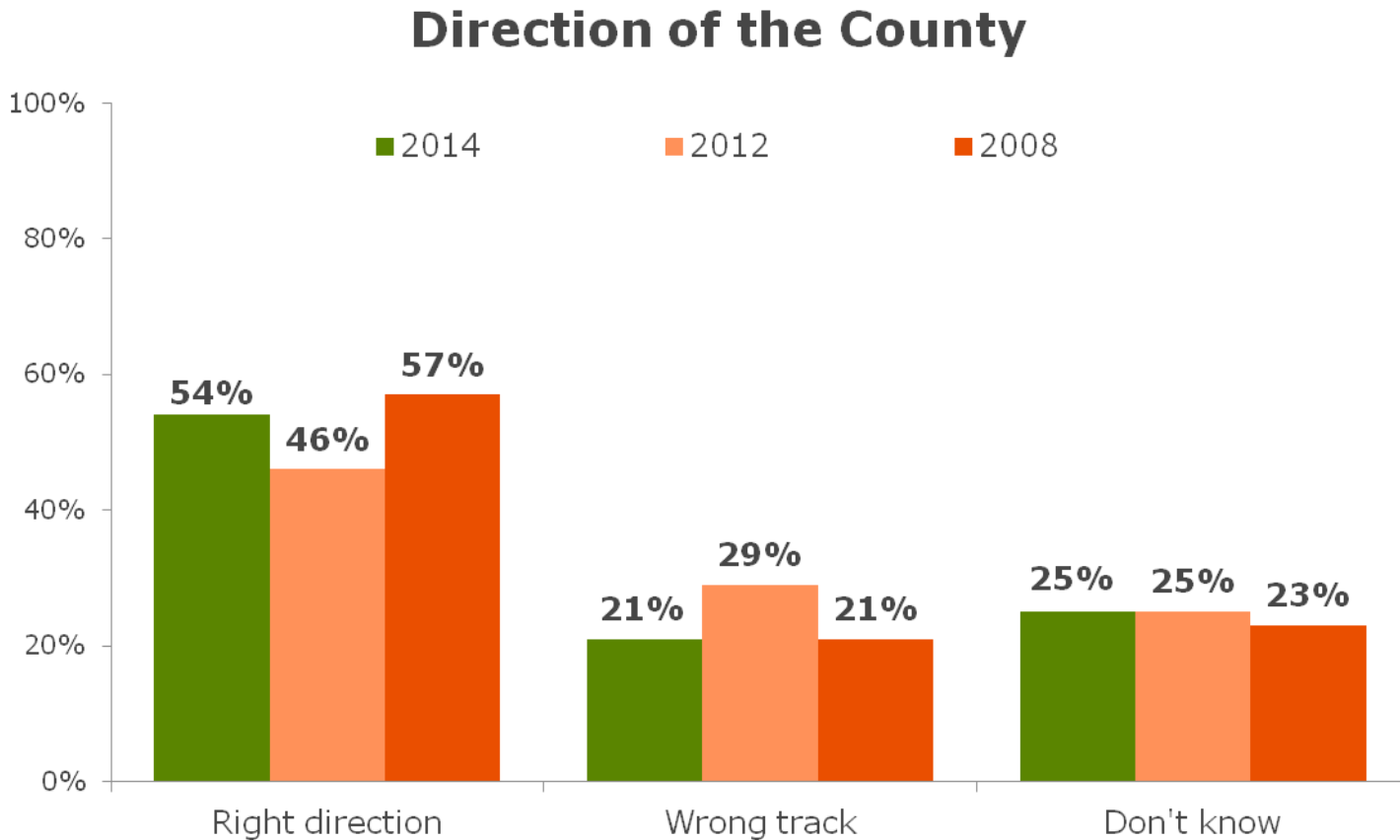
Clackamas County Community Survey 2014



Survey Methodology

- Telephone survey of 400 County residents (ages 18+)
 - Separate online survey conducted of County residents
- Conducted February 27-March 2, 2014
- Averaged 15 minutes in length
- Quotas were set for age, gender, and area of the County to ensure representative sample
- Margin of error between +/- 2.6 and +/- 4.9%, at 95% confidence level

A majority of residents felt that the County was headed in the right direction, an improvement from 2012.



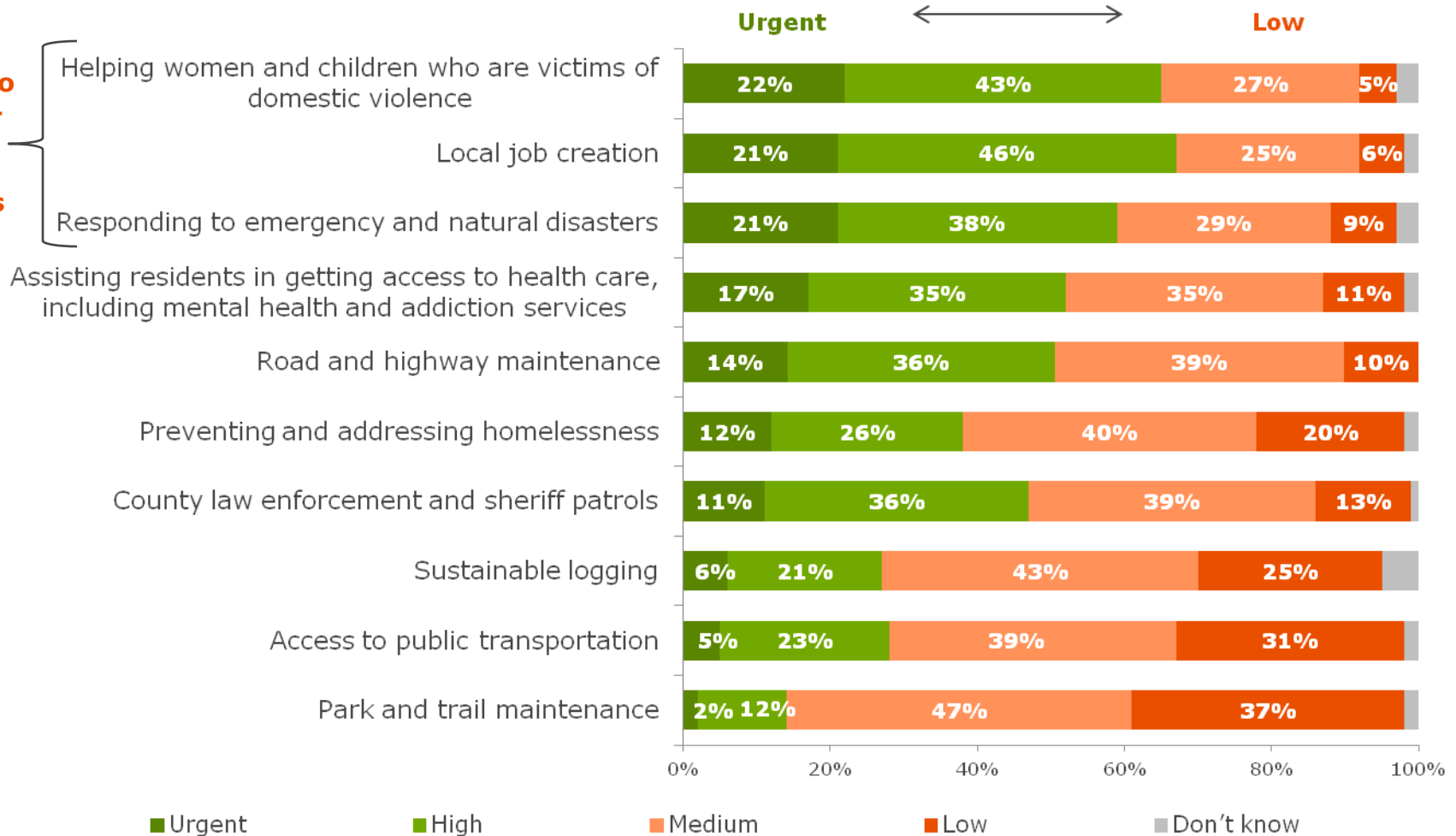
Road maintenance, the economy, and school funding were the most important issues facing the County.

Top Concern Issues in the County

Response Category	2014 N=400	2012 N=400	2008 N=400
Road maintenance/safety/potholes	10%	18%	20%
Economy/jobs/job training	9%	20%	6%
School funding	8%	10%	5%
Land use/development	6%	4%	9%
Support public transportation	6%	5%	--
Taxes too high	6%	11%	5%
Traffic congestion/need more, new roads	5%	4%	6%
Public safety	5%	3%	9%
Schools—in general	5%	3%	8%
All other responses	3% or less	2% or less	6% or less
None/Nothing	7%	8%	17%
(DON'T ASK) Don't know	20%	10%	

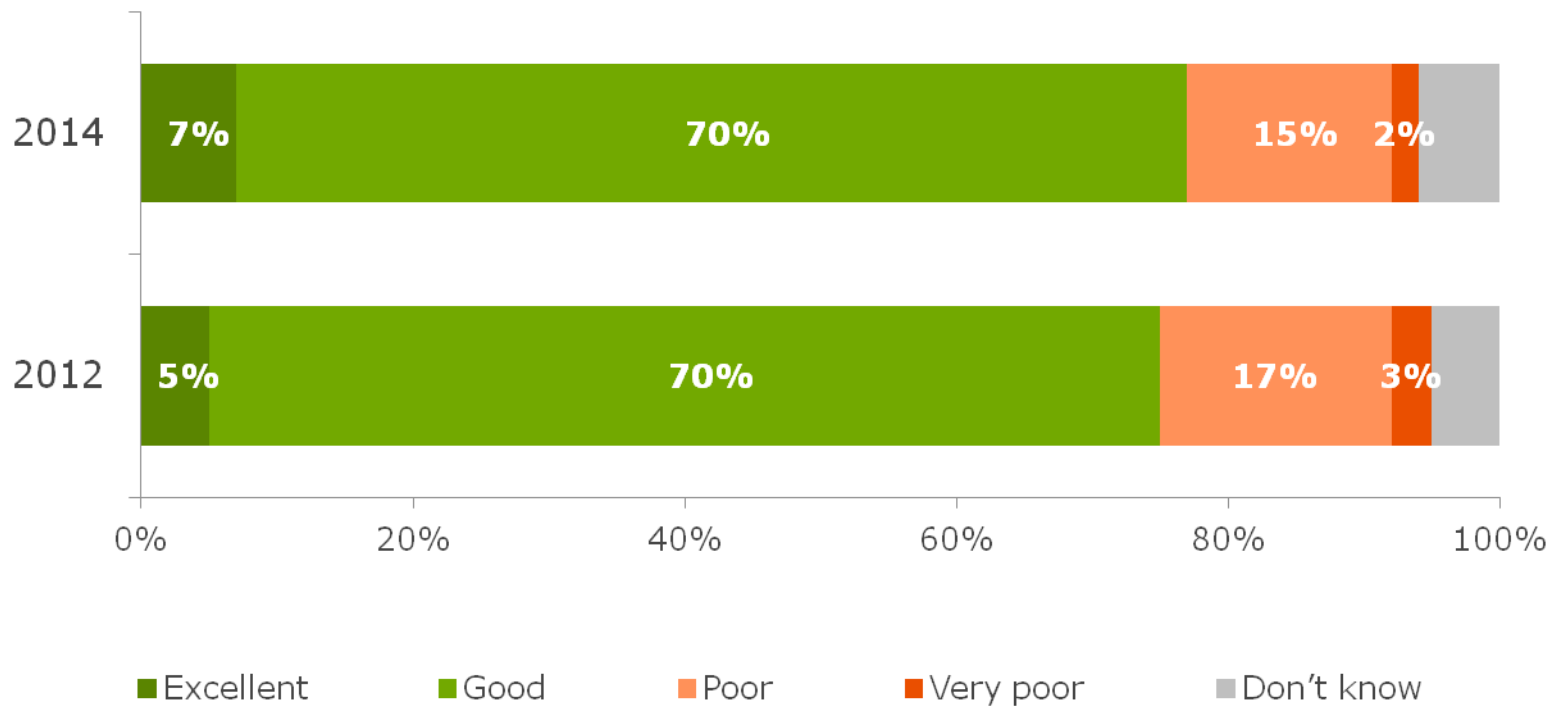
Most urgent services for County resources were helping victims of domestic violence, local job creation, and responding to emergencies and natural disasters—all of which received high value ratings.

These were also the top-three urgent services in 2012



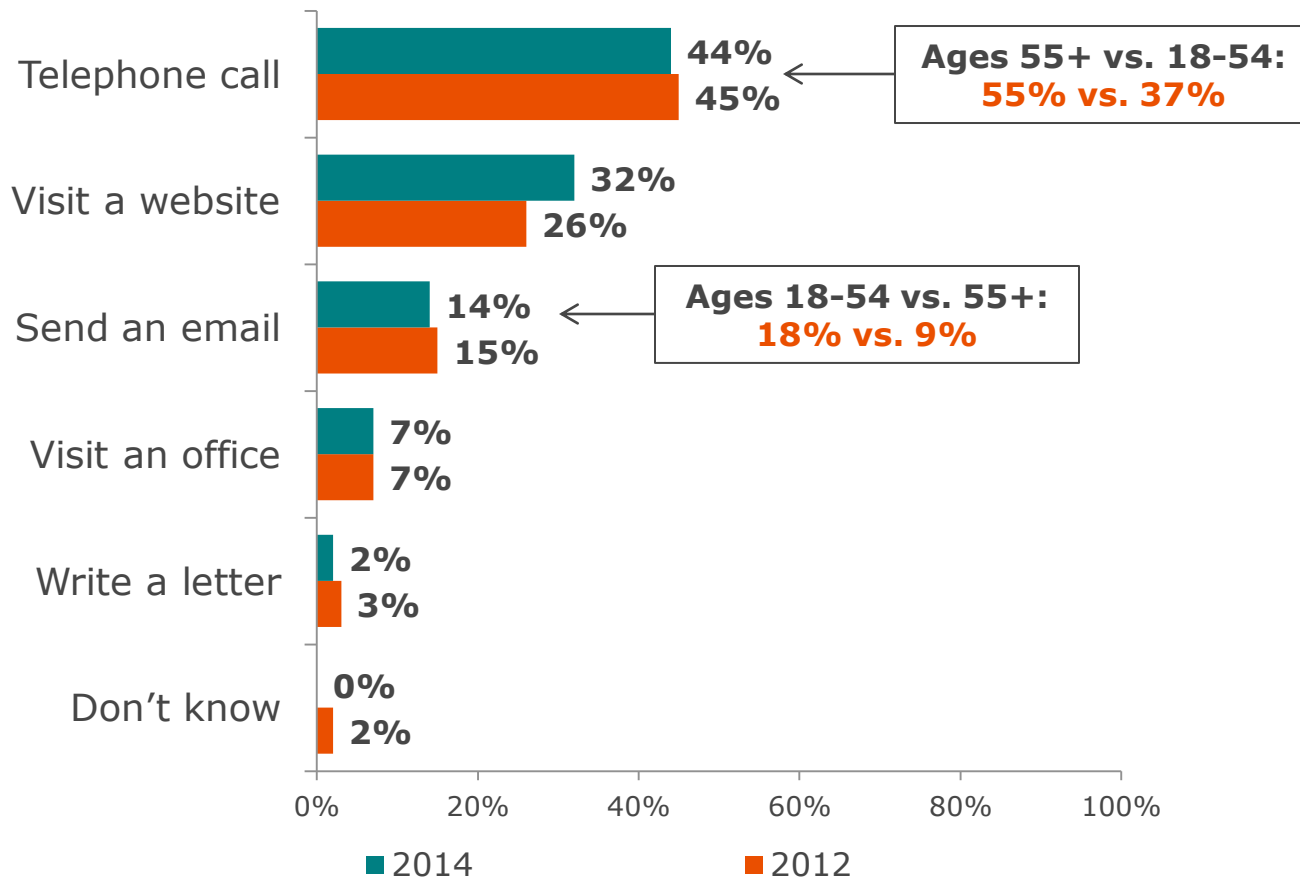
A strong majority felt the County did an excellent or good job providing services, unchanged from 2012.

Clackamas County Government Rating



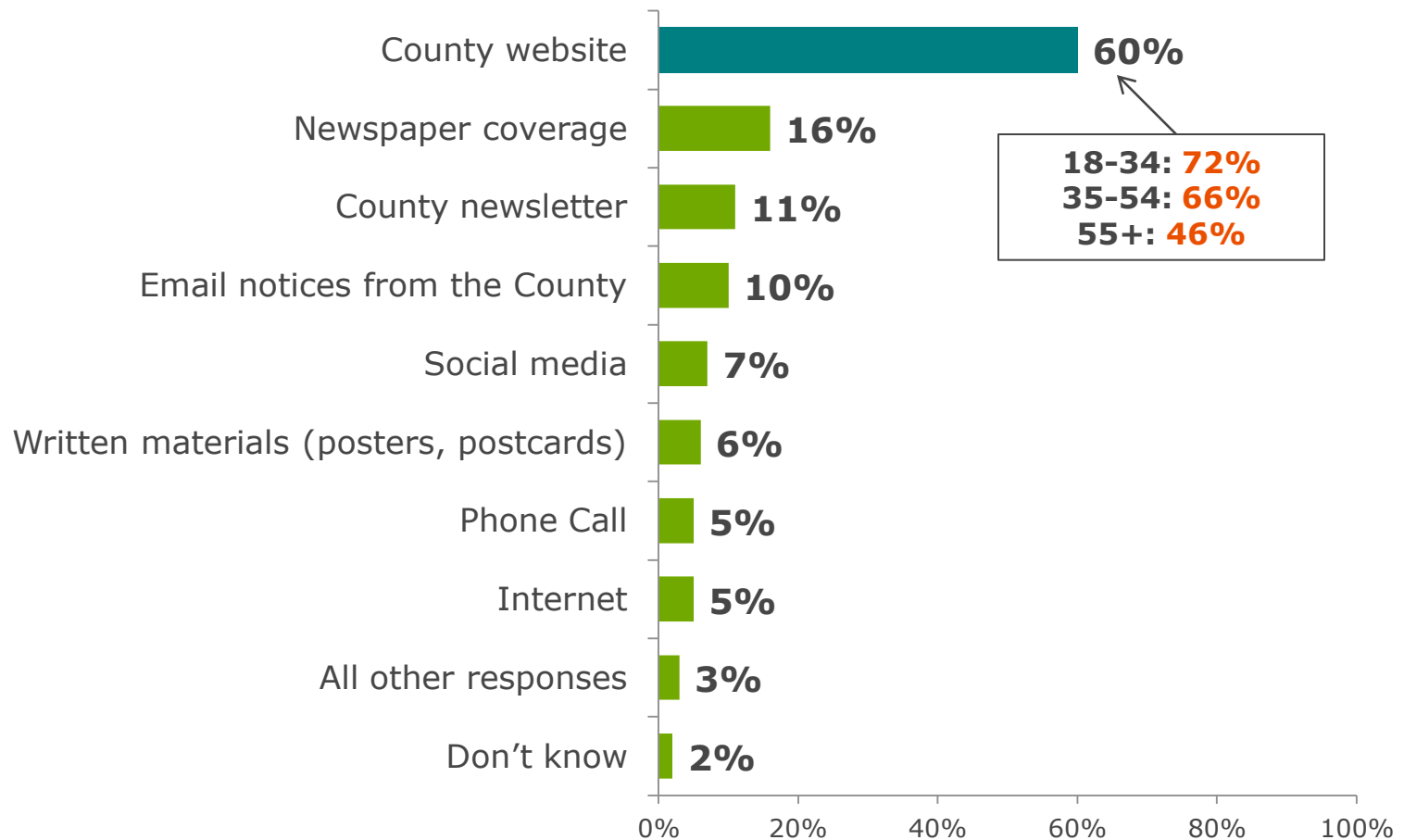
Telephone as well as online platforms like websites or email continued to be the preferred methods to communicate with the County.

Preferred Communication Method with Clackamas County



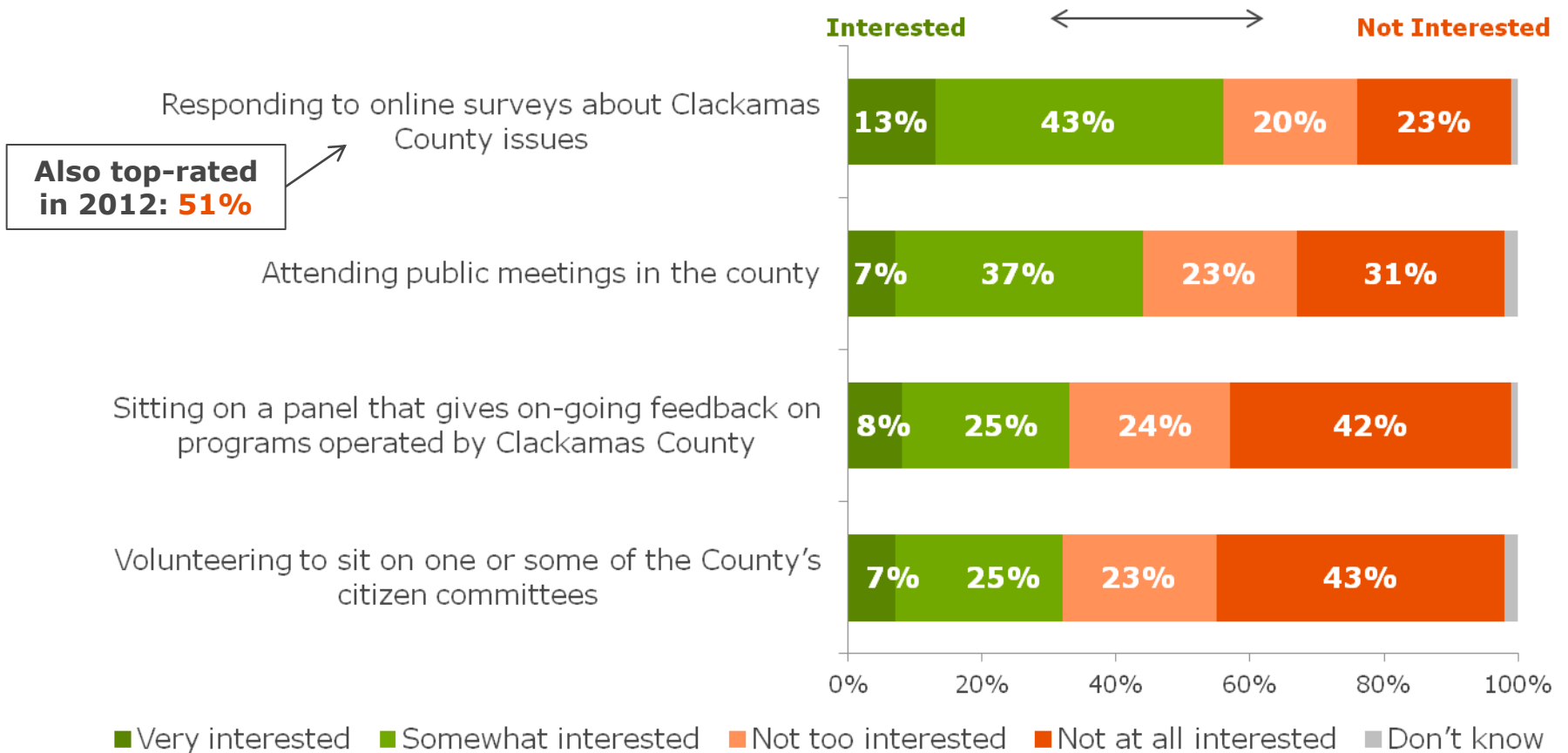
Residents preferred to access information about the County through the County website—significantly more than any other method.

Preferred Method to Access Information about the County



The top way to get involved with Clackamas County Government was responding to online surveys about Clackamas County issues—up 5 points from 2012.

Interest in Community Involvement Activities





PRESENTATION:

**Clackamas County Public and Government Affairs
DHM Research**



PREPARED FOR:

CLACKAMAS COUNTY

Community Survey Report

March 2014

PREPARED BY:

DHM RESEARCH

(503) 220-0575 • 239 NW 13th Ave., #205, Portland, OR 97209 • www.dhmresearch.com

1 | INTRODUCTION & METHODOLOGY

Between February 27 and March 2, 2014, Davis, Hibbitts & Midghall, Inc. (DHM Research) conducted a telephone survey of 400 Clackamas County residents about County services and issues. In addition to assessing their awareness of County services and their level of satisfaction with these services, this survey assessed residents' priorities for public services and means of communication with the County. This study was not meant to test voter support for any County initiatives. A separate online survey is being conducted through the month of March 2014 to allow for greater community participation.

Tracking Past Studies: Results are benchmarked—when appropriate—against previous studies conducted in the County, including community surveys in 2008 and 2012. The benefits of a tracking study include the ability to see whether opinions and preferences among residents in the County have shifted over time, thereby allowing the County to be more responsive to the changing needs of the community.

A separate survey was conducted in March to test voter opinions around transportation priorities and funding. This shift in methodology from the County's general population to voters is necessary to accurately test potential County initiatives that will require voter support.

Research Methodology: The telephone survey consisted of 400 Clackamas County residents and took approximately 15 minutes to administer. This is a sufficient sample size to assess residents' opinions generally and to review findings by multiple subgroups, including age, gender, and geographic area of the County.

Residents were contacted through Random Digit Dialing (RDD), targeted, and wireless (cell phone) sample. In gathering responses, a variety of quality control measures were employed, including questionnaire pre-testing and validations. Quotas were set by age, gender, and area of the County based on the total population of residents ages 18 and older for a representative sample. This methodology is consistent with that which was used in previous Clackamas County community surveys.

Statement of Limitations: Any sampling of opinions or attitudes is subject to a margin of error. The margin of error is a standard statistical calculation that represents differences between the sample and total population at a confidence interval, or probability, calculated to be 95%. This means that there is a 95% probability that the sample taken for this study would fall within the stated margins of error if compared with the results achieved from surveying the entire population.

For a sample size of 400, the margin of error would fall within +/-2.6% and +/-4.9% at the 95% confidence level. If they answered 50% each way, the margin of error would be 4.9%. The reason for the difference lies in the fact that when response categories are relatively even in size, each is numerically smaller and thus slightly less able--on a statistical basis--to approximate the larger population.

DHM Research Background: DHM Research has been providing opinion research and consultation throughout the Pacific Northwest and other regions of the United States for over three decades. The firm is non-partisan and independent and specializes in research projects to support public policy making. www.dhmresearch.com

2 | EXECUTIVE SUMMARY

More than half are optimistic about the general direction of the County. They are more upbeat today than they were in 2012.

- More than half (54%) say things in the County are headed in the right direction, while two in ten (21%) say they are on the wrong track. One-quarter (25%) were unsure.
 - There has been an 8-point increase between 2012 and 2014 in the percentage of residents who say things in the County are headed in the right direction (from 46% up to 54%). This is a common trend in attitudes in communities across Oregon as the economy continues to improve.

Strong majorities continue to be satisfied with the County's performance in providing public services.

- More than three-quarters (77%) of residents rate Clackamas County Government at the top of the scale (excellent/good) for its performance in providing County services; most (70%) gave a good rating, while 7% gave an excellent rating.
 - Ratings are comparable to those seen in 2012 (Good: 70%; Excellent: 5%).
- Combined, approximately 70% rate all services tested in the survey as valuable to their quality of life in the County – from law enforcement and economic development to road development, land use, permitting, and park maintenance.
 - In general, women placed higher value to each service than men.

Helping vulnerable groups, economic development, and public safety continue to be the biggest service priorities for residents.

- Social services are viewed as valuable to the quality of life in the County, particularly assisting women and children who are victims of domestic violence and assisting residents in getting access to health care, including mental health and addiction services. While preventing homelessness is important, it was rated as less urgent.
- Economic Development continues to be top of mind for residents. Seven in ten say job creation is an urgent or high priority right now. While this is still a top priority for most demographic groups, urgent/high priority ratings have decreased six points compared to 2012.
- Public safety is highly important to residents, especially responding to natural disasters, which experienced a seven-point increase in those rating it as an urgent priority when compared to 2012. While police and sheriff patrols are important, they are rated as less urgent.

A majority of residents have not been limited by the four-day work week in their access to County services.

- Three in four (76%) residents have not been limited by the four-day work week in their access to County services.
- In general, those who have been limited were unable to complete their task, and in some cases needed to take time off of work or school in order to take care of their business on a different date.

Residents give similar priority to many of the public services the County offers.

- When asked to build a hypothetical budget for public services, residents allocated 27% toward law enforcement. Local job creation, road maintenance, and mental health and addiction services each received roughly one-fifth of the budget.

The majority of residents feel that the roads in their area of the County are in excellent or good condition and would not support paying more for maintenance.

- Overall, 71% feel the condition of the roads in their area of the County is excellent or good; 29% say they are poor or very poor.
 - Residents in Happy Valley/Damascus/Sandy (20%) are more likely than those in other areas of the County (3% - 7%) to say roads their roads are in excellent condition.
- Potholes and a general lack of maintenance are top reasons residents feel the condition of the roads in their area are poor or very poor.
- When asked if they would be willing to pay more in taxes to fund road maintenance, 45% say they would be very likely or somewhat likely.
 - When asked about specific funding sources, support was lower. 35% would support a vehicle registration fee, 29% would support a gas tax, and 24% would support a taxing district.

Preferred communication methods with the Clackamas County Government have remained consistent compared to 2012.

- Similar to 2012, if residents were going to contact Clackamas County, they would be most likely to make a phone call, visit a website, or send an email.
 - Residents under the age of 54 are more likely to prefer going online (either email or visiting a website). While residents ages 55 and older prefer the telephone.
- The preferred method for accessing information about the County is, by far, the County website.
 - One-third say they have accessed county information using a mobile device or tablet.

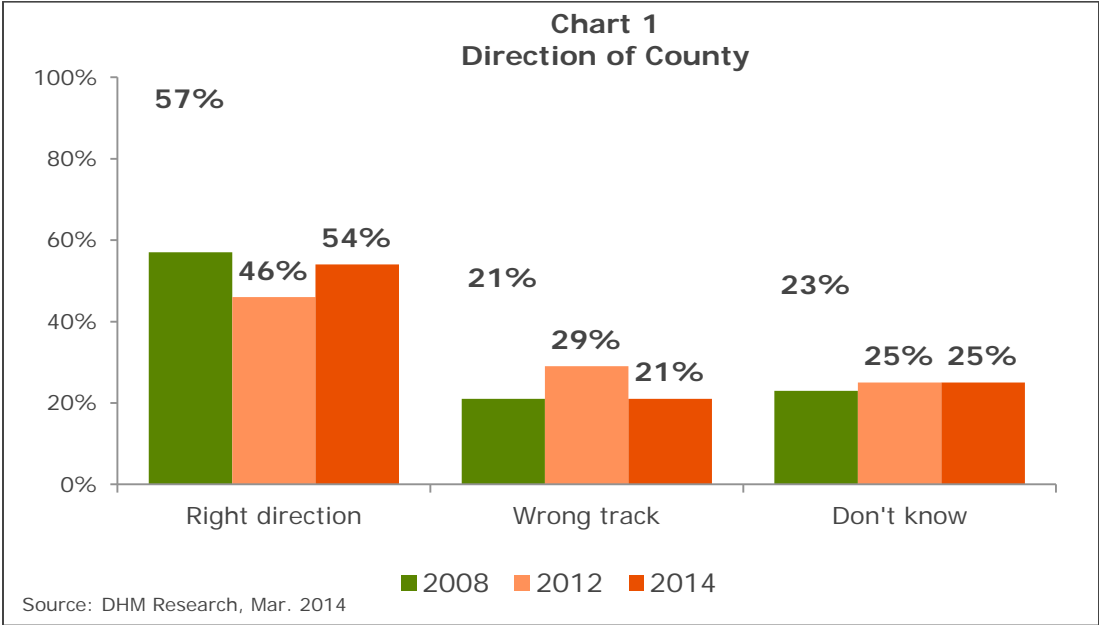
Residents showed the most interest in getting involved with the County by responding to online surveys and attending public meetings.

- More than half (56%) of residents were very or somewhat interested in responding to online surveys, while 44% were interested in attending public meetings.
- Overall, there was less interest in sitting on a panel that provides on-going feedback (33%) and volunteering to sit on County committees (32%).

3 | KEY FINDINGS

3.1 | GENERAL MOOD AND PRIORITIES

Residents were asked if they felt the County was heading in the right direction or if they thought it was off on the wrong track (Q1).



Overall, nearly six in ten (57%) residents in Clackamas County were optimistic about the direction the County is heading, while one in five (21%) said things were on the wrong track. One in four (25%) residents were unsure.

Right direction numbers have increased 8 points when compared to 2012, returning to levels seen in 2008. Conversely, those who felt the County was off on the wrong track have decreased 8 points.

Demographic Differences: There were no significant differences in attitude towards the direction of the County across demographic subgroups. Area of the County, age, gender, and tenure in the County were all consistent.

Residents were asked, unprompted, what they saw as the most important issues facing Clackamas County (Q2).

Table 1
Top Concern Issues in Clackamas County: 2008, 2010, 2014

Response Category	2014 N=400	2012 N=400	2008 N=400
Road maintenance/safety/potholes	10%	18%	20%
Economy/jobs/job training	9%	20%	6%
School funding	8%	10%	5%
Land use/development	6%	4%	9%
Support public transportation	6%	5%	--
Taxes too high	6%	11%	5%
Traffic congestion/need more, new roads	5%	4%	6%
Public safety	5%	3%	9%
Schools—in general	5%	3%	8%
All other responses	3% or less	2% or less	6% or less
None/Nothing	7%	8%	17%
(DON'T ASK) Don't know	20%	10%	

Source: DHM Research, Mar. 2014

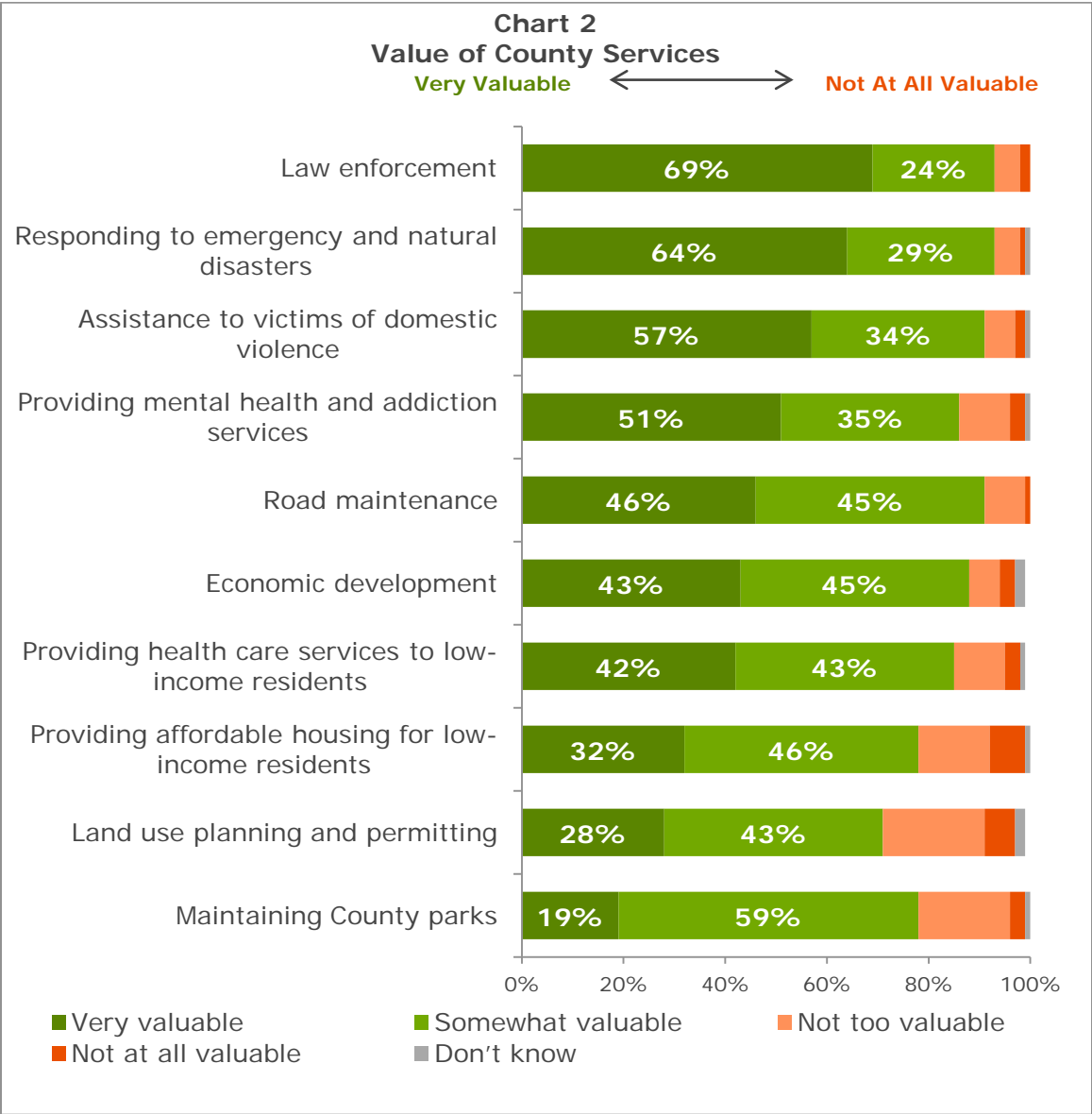
Road maintenance, the economy and jobs, and school funding were top issues mentioned in 2014. Both road maintenance and economy and jobs had significantly fewer mentions in 2014 when compared to 2012 (8 and 11 points less, respectively). While not a top-tier issue, taxes also experienced a decrease of 5 points. The percentage of respondents who were unable to mention an issue (none/nothing and don't know combined) increased nine points when compared to 2012.

Demographic Differences: Top issues were fairly consistent across demographic subgroups with the exception of residents age 55 and older, who were more likely to mention the economy and jobs as an issue than younger residents (18-34: 3%; 35-54: 7%; 55+: 15%). Notably, respondents who felt the roads in their area of Clackamas County were in poor condition were more likely to mention road maintenance as a top issue than those who felt the roads were in excellent or good condition (20% vs. 6%).

3.2 | SATISFACTION WITH COUNTY SERVICES

3.2.1 Value Perceptions

Residents were read a list of services provided by Clackamas County and were asked how valuable they found each to be for the quality of life in the County (Q13-Q22). Chart 2 reflects the rating order of services based on “very” valuable scores. The following analysis will compare value ratings within broad service areas.



More than seven in ten residents found each service to be very or somewhat valuable to their quality of life; however, there were differences in intensity levels (very valuable ratings).

PUBLIC SAFETY

Law enforcement received the highest rating of all services, with 69% who said it is very valuable (93% very/somewhat combined). These ratings were consistent with those from 2012 (66% very valuable).

Demographic Differences: Women were more likely than men to rate law enforcement as very valuable (74% vs. 63%), as were those age 35 and older (72%) compared to residents ages 18 to 34 (58%).

Sixty-four percent (64%) said that **responding to emergencies and natural disasters** is a very valuable service (93% very/somewhat combined). These ratings were consistent with 2012 (62% very valuable).

Demographic Differences: Women were more likely than men to have said this service is very valuable (72% vs. 56%).

SOCIAL SERVICES

Assistance to victims of domestic violence was given a very valuable rating by 57% (91% very/somewhat combined). These ratings were consistent with those in 2012 (55% very valuable).

Demographic Differences: Women were more likely than men to have said this service is very valuable (63% vs. 50%).

Half (51%) found **providing mental health and addiction services** very valuable (86% very/somewhat combined). While very valuable ratings have increased 12 points when compared to 2012 (39%), very/somewhat combined ratings have remained fairly consistent (2012: 84%; 2014: 86%).

Demographic Differences: Women were more likely than men to have said this service is very valuable (59% vs. 42%).

Four in ten (42%) said that **providing health care services to low-income residents** is very valuable (85% very/somewhat combined). While very valuable ratings have decreased five points when compared to 2012 (47%), very/somewhat combined ratings have remained fairly consistent (2012: 82%; 2014: 85%).

Demographic Differences: Women were more likely than men to have said this service is very valuable (53% vs. 31%).

One in three (32%) said **providing affordable housing for low-income residents** is a very valuable service (78% very/somewhat combined). These ratings were consistent with those seen in 2012 (29% very valuable).

Demographic Differences: Women were more likely than men to have said this service is very valuable (41% vs. 23%). Younger residents, ages 18-34 (45%) were also more likely than those older (28%) to have said this service is very valuable.

TRANSPORTATION

Just fewer than five in ten (46%) said **road maintenance** was a very valuable service (91% very/somewhat combined). These ratings were consistent with those seen in 2012 (48% very valuable).

Demographic Differences: Ratings were similar across demographic subgroups.

THE ECONOMY

Forty-three percent (43%) said **economic development** was very valuable to their quality of life in the County (88% very/somewhat combined). While very valuable ratings have decreased 10 points when compared to 2012 (53%), very/somewhat combined ratings have remained fairly consistent (2012: 87%; 2014: 88%).

Demographic Differences: Men were more likely than women to have said this service is very valuable (49% vs. 38%).

COMMUNITY PLANNING + LAND USE

Three in ten (28%) said **land use planning and permitting** was a very valuable service to their quality of life (71% very/somewhat combined). While consistent ratings were seen between 2012 and 2014 among those who rated this service very valuable (25%), very/somewhat combined ratings have increased six points (2012: 65%; 2014: 71%).

Demographic Differences: Ratings were similar across demographic subgroups.

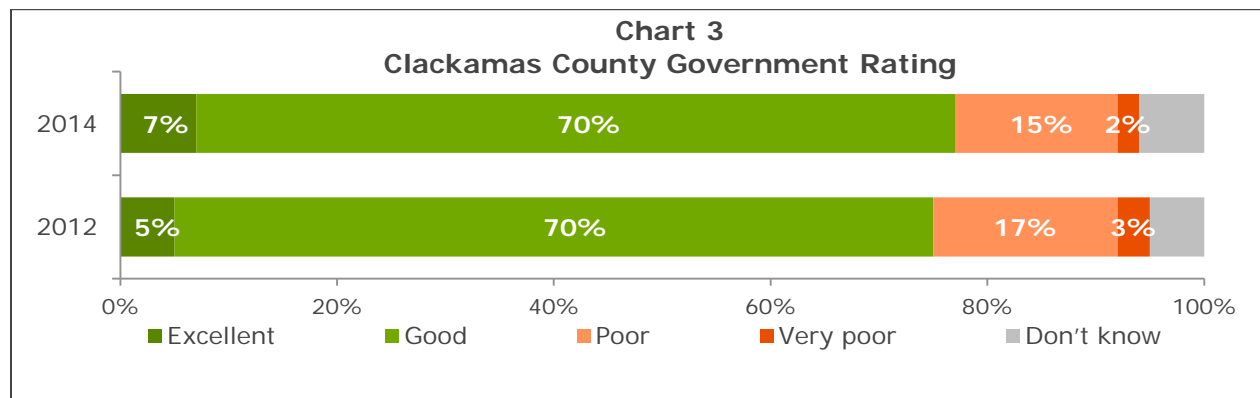
COMMUNITY PARKS

Although **maintaining County parks** received the lowest very valuable rating (19%), a strong majority of 78% gave it a combined valuable rating. These ratings were consistent with those seen in 2012 (20% very valuable).

Demographic Differences: The only difference in opinion here was by length of residency – those who have lived in the County for five years or less (36%) were significantly more likely to have rated this service as very valuable than residents who have lived in the County for six years or more (17%).

3.2.2 Satisfaction Rating

Residents were asked to think about Clackamas County Government overall, and rate their performance in providing services (Q23).

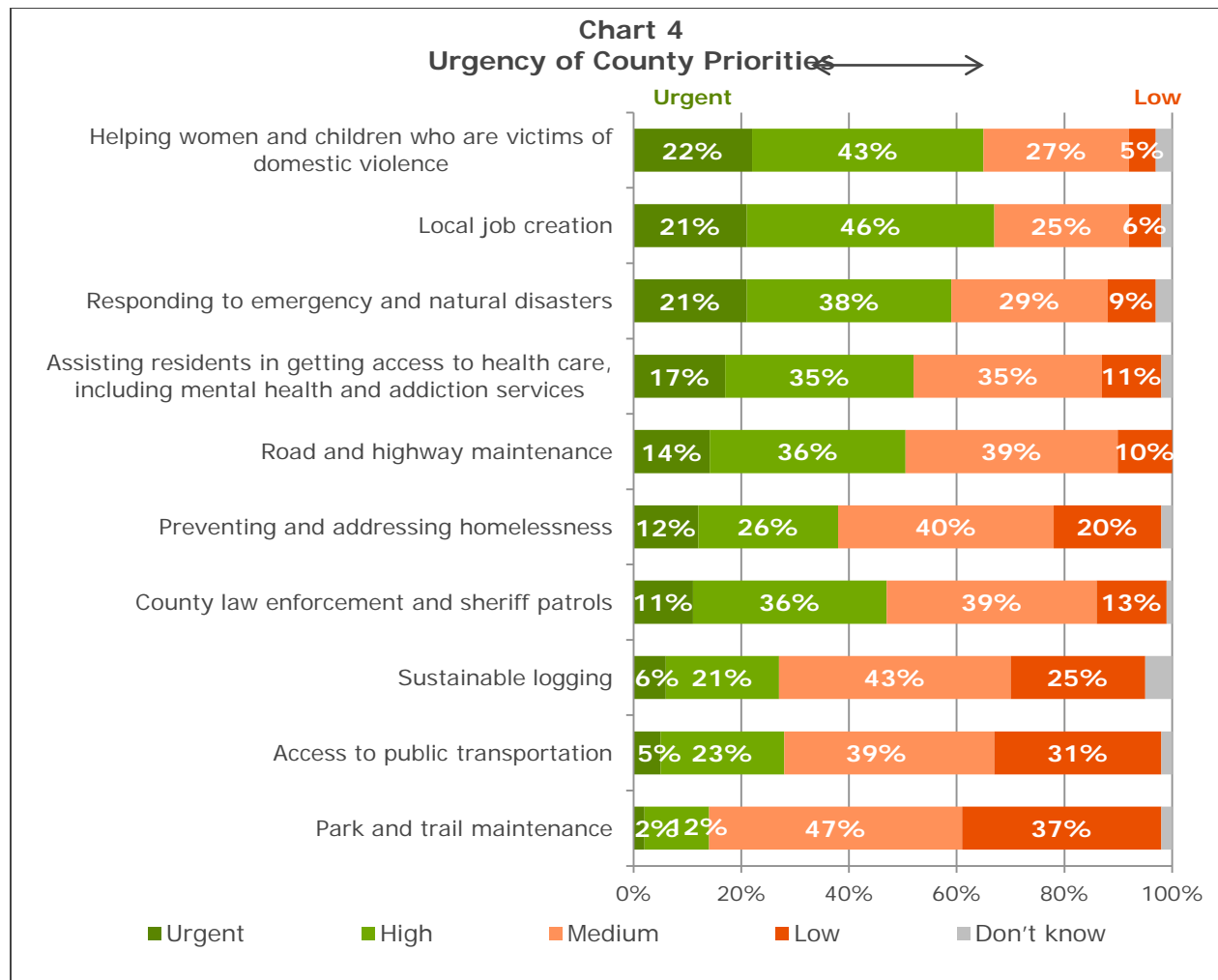


More than three-quarters (77%) rated Clackamas County Government at the top of the scale (excellent/good) for its performance in providing County services; most (70%) gave a good rating. These ratings were consistent with those in 2012.

Demographic Differences: The youngest residents, ages 18-34 (88%), were more likely than those older (74%) to give Clackamas County Government an excellent or good rating. Residents living in Happy Valley/Damascus/Sandy (95%) were also more likely to give positive ratings than those from Lake Oswego/Milwaukie/Oak Grove/Gladstone (77%), West Linn/Oregon City (76%) and All Others¹ (73%).

3.3 | COUNTY SERVICES AND PRIORITIES

Residents were read a list of issues facing the County and were asked, knowing that resources are limited, if they consider each to be an urgent, high, medium, or low priority at this time (Q3-Q12).



¹ Area of county was combined into like areas which included Lake Oswego/Milwaukie/Oak Grove/Gladstone; West Linn/Oregon City; Happy Valley/Damascus/Sandy; Wilsonville/Canby/Molalla; and All Others

In general, the services they gave high value ratings – helping victims of domestic violence, local job creation, and responding to emergency and natural disasters – were the priorities they found most urgent.

THE ECONOMY

Job creation in the County was one of the most urgent priorities, almost seven in ten (67%) gave it either an urgent (21%) or high (46%) rating. Combined urgent/high ratings have decreased six points compared to 2012 (73%).

Demographic Differences: Ratings were similar by age, gender, and area of County.

SOCIAL SERVICES

Two-thirds (65%) rated **helping women and children who are victims of domestic violence** as an urgent (22%) or high (43%) priority. While consistent ratings were seen between 2012 and 2014 among those who rated this service an urgent/high priority (66%), urgent ratings have increased seven points (2012: 15%; 2014: 22%).

Demographic Differences: Ratings were similar by age, gender, and area of County.

Five in ten (52%) said **assisting residents in getting access to health care, including mental health and addiction services** was an urgent (17%) or high (35%) priority. While consistent ratings were seen between 2012 and 2014 among those who rated this service an urgent/high priority (49%), urgent ratings have increased five points (2012: 12%; 2014: 17%).

Demographic Differences: Women were more likely than men to have said this is an urgent priority in the County (21% vs. 12%).

Nearly one in four (38%) said **preventing and addressing homelessness** was an urgent (12%) or high (26%) priority. These ratings were consistent with those seen in 2012 (34% urgent/high).

Demographic Differences: Women were more likely to rate this as urgent or high than men (44% vs. 27%). Newer residents to the County (<6 years) were also more likely than those who have lived in the County longer to rate this as an urgent priority (32% vs. 11%).

PUBLIC SAFETY

Just under six in ten (59%) said that **responding to emergency and natural disasters** was an urgent (21%) or high (38%) priority. While consistent ratings were seen between 2012 and 2014 among those who rated this service urgent/high priority (58%), urgent ratings have increased seven points (2012: 14%; 2014: 21%).

Demographic Differences: Ratings were similar by age, gender, and area of County.

Nearly half (47%) said **County law enforcement and sheriff patrols** was an urgent (11%) or high (36%) priority at this time. While consistent ratings were seen between 2012 and 2014 among those who rated this service urgent priority (10%), urgent/high ratings have decreased six points (2012: 53%; 2014: 47%).

Demographic Differences: Residents over the age of 55 (14%) were more likely to give an urgent rating than those age 18-34 (6%).

TRANSPORTATION

In terms of transportation in Clackamas County, **road and highway maintenance** was considered to be most important, with half (50%) who said it is an urgent (14%) or high (36%) priority. Four in ten (39%) gave it a medium priority rating. These ratings were consistent with those seen in 2012 (48% urgent/high combined).

Demographic Differences: Ratings were similar by age, gender, and area of County. Not surprisingly, those who rated roads in their area to be poor or very poor were more likely than those who gave more positive ratings to the condition of their roads to rate road maintenance as an urgent priority (31% vs. 7%).

Three in ten (28%) said **access to public transportation** was an urgent (5%) or high (23%) priority in the County. Another 39% rated it as a medium priority. These ratings were consistent with those seen in 2012 (31% urgent/high combined).

Demographic Differences: Women were more likely than men to prioritize (urgent/high combined) public transportation (34% vs. 21%).

COMMUNITY PLANNING + LAND USE

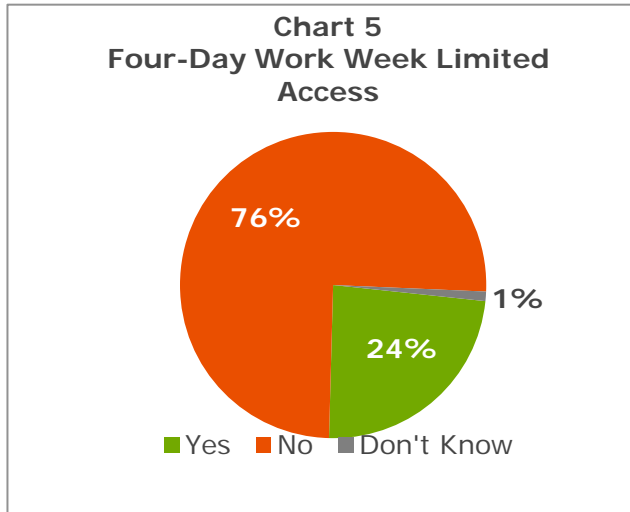
Just under three in ten (27%) said that **sustainable logging** was an urgent (6%) or high (21%) priority, and another four in ten (43%) said it is a medium priority. It is worth noting that four times more residents rated this at the bottom of the scale (a low priority) than at the top of the scale (an urgent priority) – 25% low vs. 6% urgent. Urgent/high ratings have decreased 5 points compared to 2012 (32%), while medium priority ratings have increased 9 points (2012: 34%).

Demographic Differences: Residents age 55 and older (33%) were more likely than 18-34 year olds (18%) to rate this as an urgent or high priority. Although it did not approach statistical significance, similar to 2012, residents in the Lake Oswego/Milwaukie area (21% urgent/high) and West Linn/Oregon City (20%) were less likely to rate this as an urgent or high priority than all other parts of the County, where the urgent/high ratings ranged from 31% to 33%.

COMMUNITY PARKS

Park and trail maintenance was considered to be a medium (47%) or low (37%) priority at this time. Fewer than two in ten (14%) gave it an urgent or high rating. These ratings were consistent with those in 2012 (81% medium/low combined).

Demographic Differences: Ratings were similar by age, gender, and area of County.



Respondents were told that some County services and offices are only available to the public on a four-day work week. They were then asked if they have been limited in their access to County services or offices as a result of this (Q24).

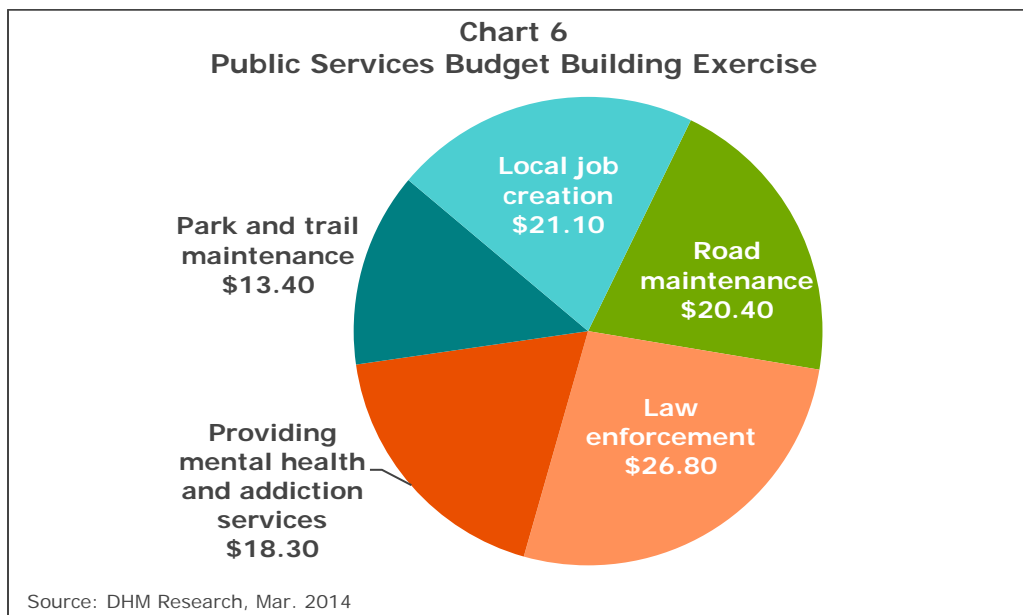
Three in four residents have not been limited in their access to County services or offices as a result of the four-day work week, while one in four have. Limited access was similar by age, gender, and area of County. Notably, residents with children in their household (30%) were

more likely than those without (20%) to have experienced limited access.

Those who have experienced limited access were asked to describe their experience (Q24A). In general, most were unable to complete their task. Some also mentioned that they needed to take time off of work or school in order to take care of their business on a different date.

3.4 | PUBLIC SERVICES PRIORITIES

Residents were given an opportunity to build a hypothetical public services budget. They were given \$100 and asked to allocate that money across five service areas (Q25).



Residents allocated the largest portion of the \$100 budget to **law enforcement** (mean: \$26.80).

Demographic Differences: Residents age 35 and older allocated a larger portion of their budget to law enforcement than those ages 18-34 (18-34: \$22.70; 35-54: \$28.60; 55+: \$27.80).

Three public services all received roughly one-fifth of the overall budget each.

A mean of \$21.10 was allocated to **local job creation**.

Demographic Differences: Budget allocation for local job creation was fairly consistent across demographic subgroups.

A mean of \$20.40 was allocated to **road maintenance**.

Demographic Differences: Men allocated a larger portion of their budget to this service than women (\$21.90 vs. \$19.00). Not surprisingly, those who felt roads in their area of the County were in poor condition allocated a larger portion of their budget than those who felt the roads were in better condition (\$25.30 vs. \$18.40).

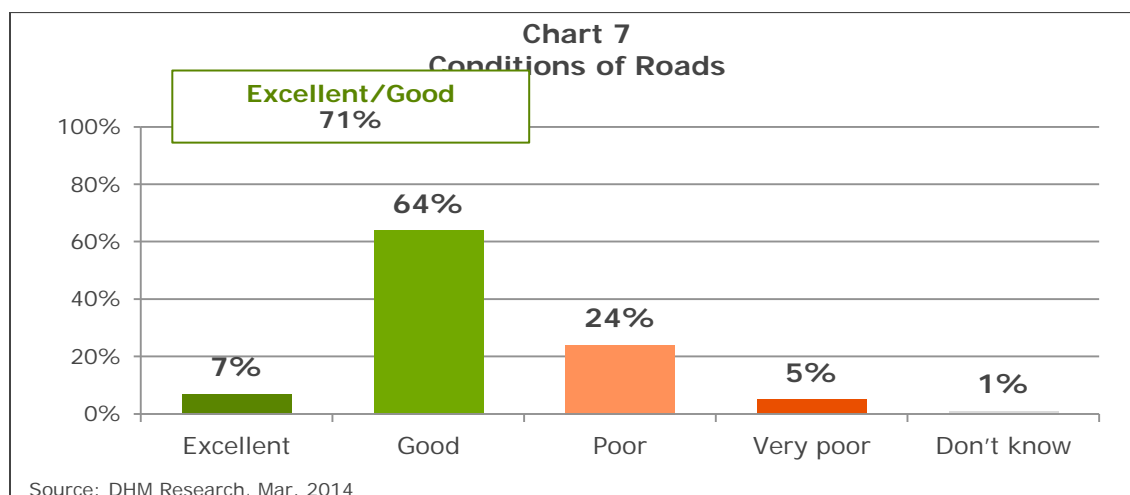
A mean of \$18.30 was allocated to **providing mental health and addiction services**.

Demographic Differences: Budget allocation for mental health and addiction services was fairly consistent across demographic subgroups.

Finally, **park and trail maintenance** received the smallest portion of the budget (mean: \$13.40)

Demographic Differences: Residents age 18-34 allocated a larger portion of their budget to this service than those age 35-54 (\$15.80 vs. \$12.20).

Residents were asked to rate the condition of the roads in their area of Clackamas County (Q26).



Overall, seven in ten (71%) felt the condition of the roads in their area of the County were excellent (7%) or good (64%). One in four (24%) felt the roads were in poor condition and 5% felt they were in very poor condition.

Demographic Differences: Residents living in Happy Valley/Damascus/Sandy (20%) were much more likely than all other areas of the County (3% - 7%) to rate the condition of the roads in their area as excellent. Ratings were similar across other demographic subgroups.

Those who felt the roads were in poor or very poor condition were asked to explain why they felt that way (Q27).

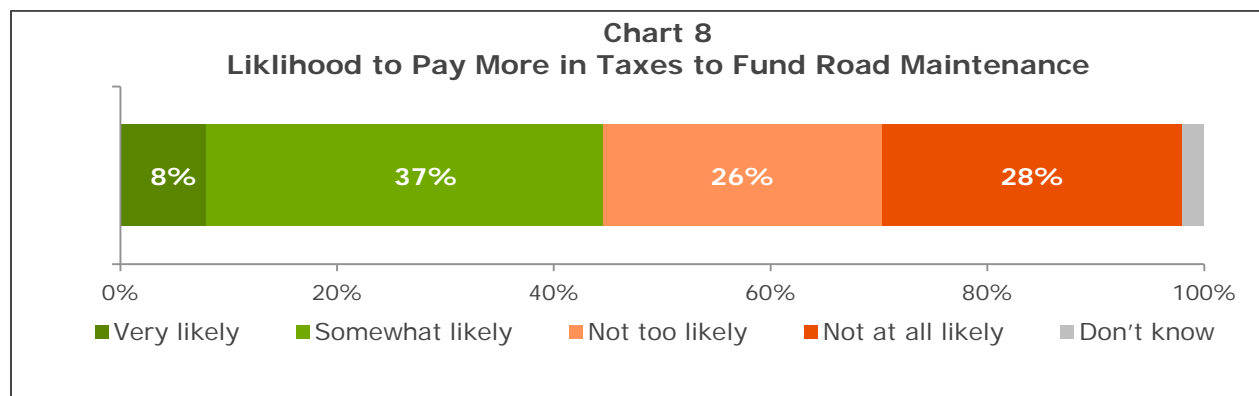
Table 3
Why do you say the roads are in poor or very poor condition?

Response Category	N= 114
Potholes	63%
Lack of maintenance	36%
They are not safe	9%
We need better highways	6%
Can't see the lines/new paint needed on lines	4%
Heavy traffic	4%
All other responses	3% or less
None/nothing	0%
(DON'T ASK) Don't know	0%

Source: DHM Research, Mar. 2014

There were two major contributing factors as to why residents felt the conditions of the roads in their area were poor. A strong majority mentioned potholes (63%), and approximately one in three mentioned a lack of maintenance (36%).

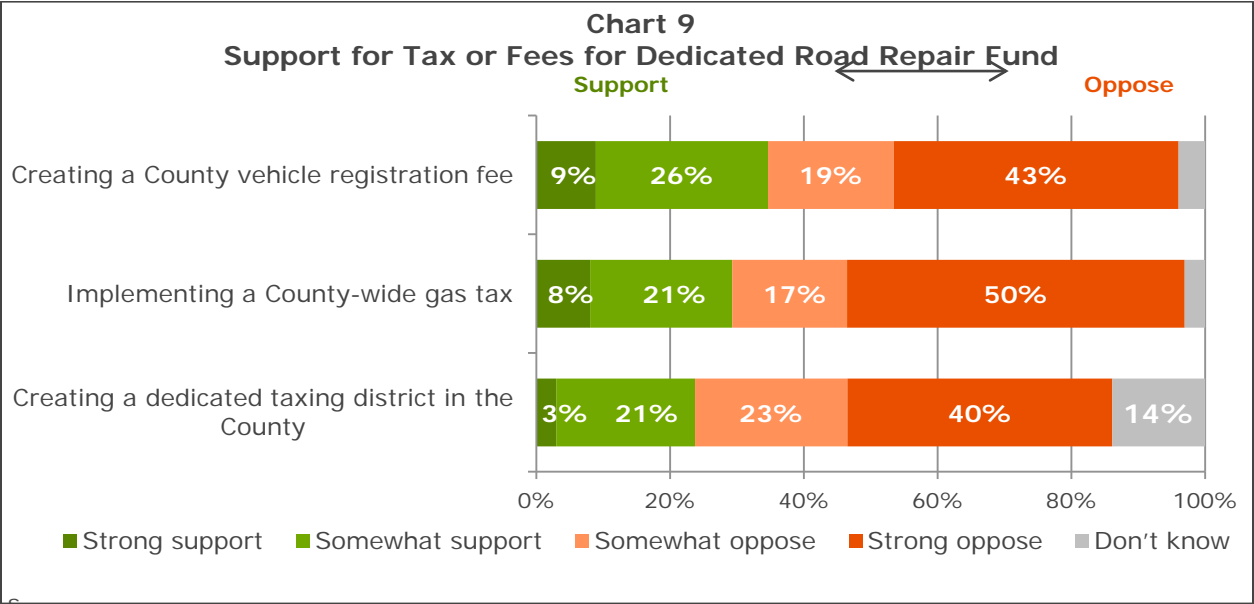
Residents were asked how likely they would be to pay more in taxes to fund road maintenance in Clackamas County (Q28).



Overall, more than four in ten (45%) said they would be very likely (8%) or somewhat likely (37%) to pay more in taxes to fund road maintenance in the County. One in four (28%) said they would not be likely at all to pay more.

Demographic Differences: Residents age 55 and older were more likely (very/somewhat) than those age 35-54 to say they would pay more in taxes to fund road maintenance in the County (49% vs. 36%). Those who feel the conditions of roads in their area of the County are poor are also more likely than those who feel their roads are in better condition to say they would be likely to pay more (54% vs. 40%). There were no significant differences in likelihood to pay by area of the County.

Residents were told that funding for road repairs in Clackamas County comes from the State Highway Fund, and that there is an estimated \$ 17 million funding gap between what road repairs need to be done and what the County can afford based on the money it receives from the State Highway Fund. They were given three possible tax and fee options to provide an independent source of funding for road maintenance and were asked if they opposed or supported each (Q29-Q31).



There was low support for each of the funding sources, though one in three showed some level of support for creating a **County-wide vehicle registration fee** (35%). This was a five point increase from results seen in 2012.

Demographic Differences: Residents under the age of 55 were more likely to support a vehicle registration fee than those who are older (39% vs. 28%). Those who have lived in the County for 6-10 years (61%) were also more likely than both those who have lived in the County fewer years (27%) and those who have lived there longer (32%) to support this fee.

Three in ten showed support for implementing a **County-wide gas tax** (29%). This represents an 11-point increase in support compared to 2012.

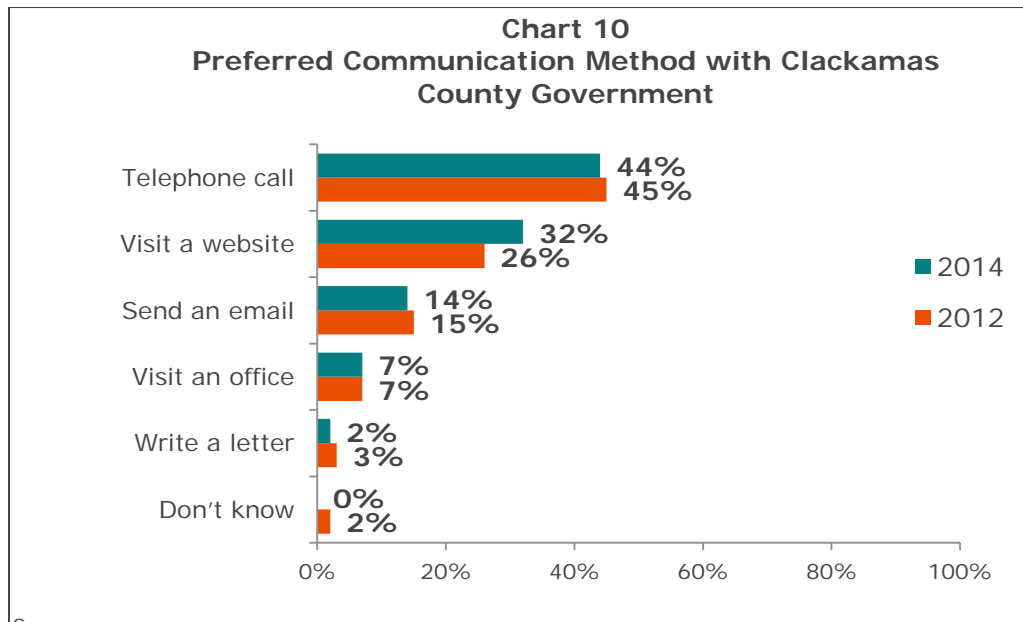
Demographic Differences: Men were more likely than women to support a County-wide gas tax (36% vs. 25%).

Residents were more uncertain about **creating a dedicated taxing district in the County**. One in four (23%) supported the taxing district, but another 14% were uncertain. Overall support was similar to results seen in 2012 (20%).

Demographic Differences: Residents ages 18-34 (38%) were the most likely of all subgroups to support this (35-54: 19%; 55+: 19%). Residents without children in their household were also more likely than those with children to support a taxing district (27% vs. 17%).

3.5 | E-GOVERNMENT + RECEIVING SERVICES

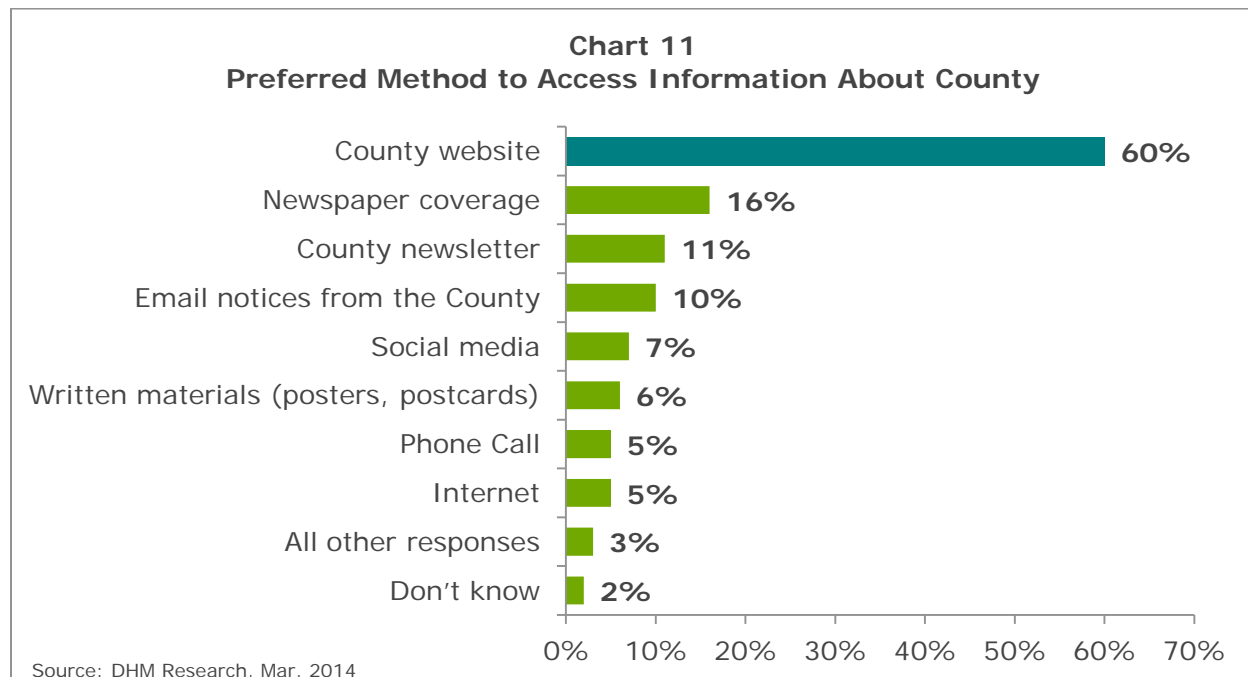
Residents were asked which method would be most convenient if they had a question that required them to contact Clackamas County Government (Q32).



Residents continued to prefer using telephone (44%) and an online platform like website (32%) or email (14%). Preferences remained consistent with those from 2012 with the exception of website, which increased 6 points.

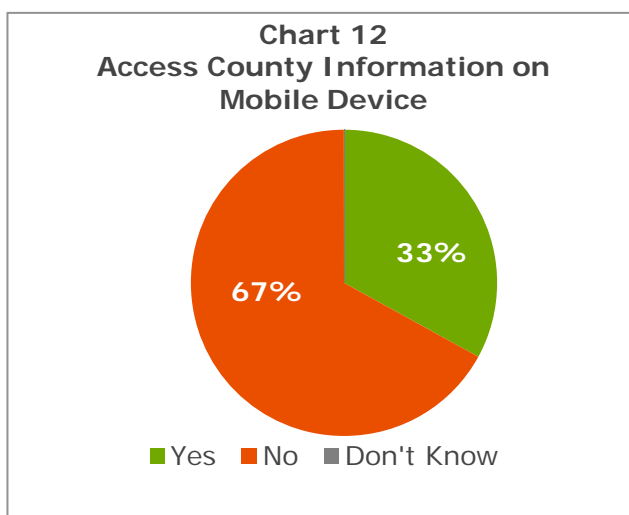
Demographic Differences: Residents age 55 and older were more likely than those younger to prefer a telephone call to get their question answered (55% vs. 37%). Residents age 54 and younger were more likely than those older to prefer email (18% vs. 9%). Preferences were similar across other demographic subgroups.

Residents were asked what their preferred method was to access information about Clackamas County (Q33).



By far, the most preferred source was the County website, with six in ten (60%) mentioning this source. Other preferred sources included newspaper coverage (16%), the County newsletter (11%), and email notices from the County (10%).

Demographic Differences: County website was the most preferred source among all demographic subgroups, but residents ages 18-34 (72%) and 35-54 (66%) were more likely to prefer this source than those who were older (46%). Conversely, residents ages 55 and older (29%) were more likely than those younger (9%) to turn to newspaper coverage to get information about the County.

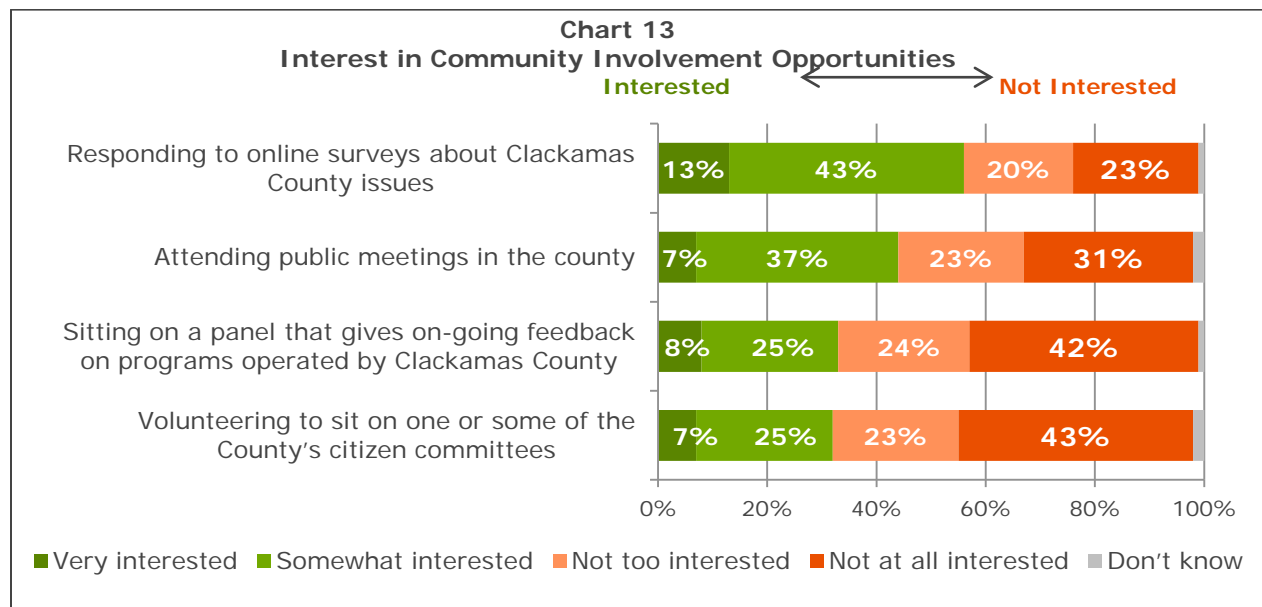


Residents were asked if they have accessed information about Clackamas County through a mobile device or tablet (Q34). Overall, one in three have used a mobile device or tablet to access information about the County.

Demographic Differences: Residents under the age of 55 were more likely than those older to have accessed County information using a mobile device or tablet (18-34: 45%; 35-54: 37%; 55+: 21%).

3.4 | COMMUNITY INVOLVEMENT + OUTREACH

At the end of the survey, residents were read some ways they can get involved with Clackamas County Government and were asked how interested they were in each (Q35-Q38).



More than half of residents (56%) were very or somewhat interested in **responding to online surveys about Clackamas County issues**. This was also a top rated response in 2012, though overall interest has increased 5 points since that time.

Demographic Differences: Residents age 55 and older were more interested in responding to online surveys than residents age 18-34 (60% vs. 43%).

More than four in ten (44%) were interested in **attending public meetings in the County**. The level of interest was similar to that seen in 2012 (43%).

Demographic Differences: Residents age 55 and older were more interested in attending public meetings in the County than residents ages 18-34 (50% vs. 34%).

One in three residents (33%) were interested in **sitting on a panel that gives on-going feedback on programs operated by Clackamas County**. Interest was consistent across demographic subgroups

Similarly, one in three (32%) residents were interested in **volunteering to sit on one or some of the County's citizen committees**. The level of interest was similar to that seen in 2012 (36%).

Demographic Differences: Men showed more interest in volunteering for the County's citizen committees than women (39% vs. 26%).

Finally, respondents were asked to rate how interesting the Citizen News is, a publication provided by the County, using a 0 to 10 scale (Q39). Residents rated it above average for being interesting (5.6). Just fewer than two in ten (18%) gave it a top-interest score (rating 8-10). Both average rating and top-interest score showed similar figures to those seen in 2012 (mean 5.6; 17%). One-quarter had either never read it (8%) or had never heard of it (12%). Those who have never heard of Citizen News decreased six points when compared to 2012 (18%). Findings were similar by demographic subgroups.

When asked how they prefer to receive Citizen News (Q40), six in ten (62%) said they wanted it mailed to their homes, and one-third wished to access it on the internet, either by email (18%), online (16%), or through social media (2%). Only 7% did not wish to receive the publication. Preferences were similar to those seen in 2012 with the exception of online, which doubled, increasing 8 points (2012: 8%; 2014: 16%).

4 | ANNOTATED QUESTIONNAIRE

Clackamas County Community Survey—Telephone
February-March 2014; 15 minutes; N=400; Margin of error +/-4.9%
DHM Research

INTRODUCTION

Hi, my name is _____ and I'm calling from DHM Research, a public opinion research firm in Portland. I'm calling about important issues in Clackamas County and I am not selling anything. May I please speak to someone in the house age 18 or older?

GENERAL MOOD & WARM-UP

1. All in all, do you think things in Clackamas County are headed in the right direction or are they off on the wrong track? **(2008/2012 Tracker)**

Response Category	2014 N=400	2012 N=400	2008 N=400
Right direction	54%	46%	57%
Wrong track	21%	29%	21%
(DON'T ASK) Don't know	25%	25%	23%

IMPORTANCE RATING OF ISSUES

2. What are the most important issues you see facing Clackamas County at this time?
(Open; accept multiple responses. Use 2012 code frame as base) (2008/2012 Tracker)

Response Category	2014 N=400	2012 N=400	2008 N=400
Road maintenance/safety/potholes	10%	18%	20%
Economy/jobs/job training	9%	20%	6%
School funding	8%	10%	5%
Land use/development	6%	4%	9%
Support public transportation	6%	5%	--
Taxes too high	6%	11%	5%
Traffic congestion/need more, new roads	5%	4%	6%
Public safety	5%	3%	9%
Schools—in general	5%	3%	8%
All other responses	3% or less	2% or less	6% or less
None/Nothing	7%	8%	17%
(DON'T ASK) Don't know	20%	10%	

Here is a list of issues. Knowing that resources in the County are limited, do you consider each to be an urgent, high, medium, or low priority for the County to address at this time? Try not to give urgent ratings for all options, please be selective. **(2012 Tracker)**
(Randomize Q3-12)

Response Category	Urgent	High	Medium	Low	Don't know
3. Sustainable logging					
2014, N=400	6%	21%	43%	25%	5%
2012, N=400	6%	26%	34%	26%	8%
4. Local job creation					
2014, N=400	21%	46%	25%	6%	2%
2012, N=400	22%	51%	17%	8%	2%
5. Assisting residents in getting access to health care, including mental health and addiction services					
2014, N=400	17%	35%	35%	11%	2%
2012, N=400	12%	37%	31%	17%	3%
6. Road and highway maintenance					
2014, N=400	14%	36%	39%	10%	0%
2012, N=400	10%	38%	43%	9%	0%
7. Park and trail maintenance					
2014, N=400	2%	12%	47%	37%	2%
2012, N=400	2%	14%	43%	38%	2%
8. County law enforcement and sheriff patrols					
2014, N=400	11%	36%	39%	13%	1%
2012, N=400	10%	43%	34%	12%	1%
9. Responding to emergency and natural disasters					
2014, N=400	21%	38%	29%	9%	3%
2012, N=400	14%	44%	31%	9%	2%
10. Access to public transportation					
2014, N=400	5%	23%	39%	31%	2%
2012, N=400	5%	26%	36%	31%	3%
11. Preventing and addressing homelessness					
2014, N=400	12%	26%	40%	20%	2%
2012, N=400	8%	26%	39%	24%	2%
12. Helping women and children who are victims of domestic violence					
2014, N=400	22%	43%	27%	5%	3%
2012, N=400	15%	51%	24%	8%	2%

SERVICE AWARENESS/VALUE + SATISFACTION

I'm going to read you a list of services that are provided by Clackamas County Government. Please tell me if each is very valuable, somewhat valuable, not too valuable, or not at all valuable to the quality of life in Clackamas County. **(2012 Tracker) (Randomize Q13-22)**

Response Category	Very Valuable	Smwt Valuable	Not too Valuable	Not at all	Don't know
13.Law enforcement					
2014, N=400	69%	24%	5%	2%	0%
2012, N=400	66%	28%	3%	2%	1%
14.Road maintenance					
2014, N=400	46%	45%	8%	1%	0%
2012, N=400	48%	44%	5%	2%	1%
15.Assistance to victims of domestic violence					
2014, N=400	57%	34%	6%	2%	1%
2012, N=400	55%	33%	7%	4%	1%
16.Land use planning and permitting					
2014, N=400	28%	43%	20%	6%	2%
2012, N=400	25%	40%	20%	11%	5%
17.Providing health care services to low-income residents					
2014, N=400	42%	43%	10%	3%	1%
2012, N=400	47%	35%	10%	8%	1%
18.Providing affordable housing for low-income residents					
2014, N=400	32%	46%	14%	7%	1%
2012, N=400	29%	47%	14%	9%	1%
19.Economic development					
2014, N=400	43%	45%	6%	3%	2%
2012, N=400	53%	34%	8%	3%	2%
20.Responding to emergency and natural disasters					
2014, N=400	64%	29%	5%	1%	1%
2012, N=400	62%	29%	5%	2%	2%
21.Providing mental health and addiction services					
2014, N=400	51%	35%	10%	3%	1%
2012, N=400	39%	45%	10%	5%	2%
22.Maintaining County parks					
2014, N=400	19%	59%	18%	3%	1%
2012, N=400	20%	57%	18%	5%	0%

23. Thinking about Clackamas County Government overall, how would you rate the County's performance in providing the services I just read to you based on anything you have seen or heard? Is it excellent, good, poor, or very poor? **(2008/2012 Tracker)**

Response Category	2014 N=400	2012 N=400	2008 N=400
Excellent	7%	5%	8%
Good	70%	70%	54%
Poor	15%	17%	26%
Very poor	2%	3%	7%
(DON'T ASK) Don't know	6%	5%	5%

24. As you may or may not know, some County services and offices are only available to the public on a four-day work-week (Monday – Thursday). Have you personally been limited in your access to County services or offices as a result of this?

Response Category	N=400
Yes (specify)	24%
No	76%
(DON'T ASK) Don't know	1%

24A. **(If yes to Q24)** How has your access been limited as a result of this? **(OPEN)**

Response Category	N=94
Couldn't take care of business	39%
Can't access on Fridays	35%
Can't get in touch/make appointments	18%
Have to take time off work/school to go	12%
Needed a permit	6%
Had to postpone my trip	7%
Local courthouse	3%
Building services division	2%
All other responses	2% or less
None/Nothing	0%
(DON'T ASK) Don't know	2%

TRANSPORTATION PRIORITIES

25. I'd like you to build a budget based on how you want Clackamas County to spend revenue on public services. This is a hypothetical question. Let's pretend you have \$100 dollars for services in the County. How would you want that money spent across the following five areas? You can assign any dollar amount to each service, but the total must equal \$100. I'm going to read you the five areas first, then read them again so that you can assign a dollar amount to each.

Response Category	N=400
Road maintenance	\$20.40
Law enforcement	\$26.80
Providing mental health and addiction services	\$18.30
Park and trail maintenance	\$13.40
Local job creation	\$21.10
Total	\$100.00

26. Do you feel the condition of roads in your area of Clackamas County is excellent, good, poor, or very poor?

Response Category	N=400
Excellent	7%
Good	64%
Poor	24%
Very poor	5%
(DON'T ASK) Don't know	1%

27. Those who said "poor" or "very poor" on Q26. Why do you say that? **(OPEN)**

Response Category	N=114
Potholes	63%
Lack of maintenance	36%
They are not safe	9%
We need better highways	6%
Can't see the lines/new paint needed on lines	4%
Heavy traffic	4%
All other responses	3% or less
None/nothing	0%
(DON'T ASK) Don't know	0%

28. How likely would you be to pay more in taxes to fund road maintenance in Clackamas County: very likely, somewhat likely, not too likely, or not at all likely?

Response Category	N=400
Very likely	8%
Somewhat likely	37%
Not too likely	26%
Not at all likely	28%
(DON'T READ) Don't know	2%

Funding for road repairs comes from Clackamas County's share of state and federal gasoline taxes; state vehicle registration and title fees; and state weight-mile taxes paid by heavy trucks. The County estimates that there is a \$17 million funding gap between what road repairs need to be done and what the County can afford based on available revenues. Here are a few possible tax or fee options to give road repairs in the County an independent and stable funding source. Do you support or oppose each? **(Wait and ask)** Is that "somewhat" or "strongly"? **(2012 Tracker) (Randomize Q29-31)**

Response Category	Strong Support	Smwt Support	Smwt Oppose	Strong Oppose	Don't know
29. Creating a County vehicle registration fee					
2014, N=400	9%	26%	19%	43%	4%
2012, N=400	9%	21%	20%	47%	4%
30. Creating a dedicated taxing district in the County					
2014, N=400	3%	21%	23%	40%	14%
2012, N=400	5%	15%	19%	42%	19%
31. Implementing a County-wide gas tax					
2014, N=400	8%	21%	17%	50%	3%
2012, N=400	6%	12%	15%	65%	2%

E-GOVERNMENT + RECEIVING SERVICES

32. Overall, if you have a question or there is something you need that requires you contacting a government agency of Clackamas County, which method would be most convenient? **(2012 Tracker) (Randomize; read list; accept one)**

Response Category	2014 N=400	2012 N=400
Telephone call	44%	45%
Visit a website	32%	26%
Send an email	14%	15%
Visit an office	7%	7%
Write a letter	2%	3%
Or something else? (specify)	0%	0%
(DON'T ASK) Don't know	0%	2%

33. What is your preferred method to access information about Clackamas County, including information about current events and elections, decisions made by the County Commission, and to learn about and request services provided by Clackamas County?
(Do not read list; record up to three responses)

Response Category	N=400
County website	60%
Newspaper coverage	16%
County newsletter	11%
Email notices from the County	10%
Social media	7%
Written materials (posters, postcards)	6%
Internet	5%
Phone call	5%
All other responses	3% or less
Other (specify)	1%
(DON'T ASK) Don't know	2%

34. Have you ever accessed information about Clackamas County through a mobile device or tablet?

Response Category	N=400
Yes	33%
No	67%
(DON'T ASK) Don't know	0%

COMMUNITY INVOLVEMENT

Here are some ways to get involved in Clackamas County government. Are you very interested, somewhat interested, not too interested, or not at all interested in:

(Randomize Q35-Q38) (Q35-36 & Q38 are 2012 Trackers)

Response Category, N=400	Very interested	Smwt interested	Not too interested	Not at all	Don't know
35. Attending public meetings in the County					
2014, N=400	7%	37%	23%	31%	2%
2012, N=400	9%	34%	22%	31%	3%
36. Responding to online surveys about Clackamas County issues					
2014, N=400	13%	43%	20%	23%	1%
2012, N=400	13%	38%	17%	29%	3%
37. Sitting on a panel that gives on-going feedback on programs operated by Clackamas County					
2014, N=400	8%	25%	24%	42%	1%
38. Volunteering to sit on one or some of the County's citizen committees					
2014, N=400	7%	25%	23%	43%	2%
2012, N=400	8%	28%	23%	37%	4%

39. On a scale where 0=not at all interesting and 10=very interesting, how would you rate Citizen News, a publication provided by the County? **(2012 Tracker)**

Response Category	2014 N=400	2012 N=400
Mean	5.6	5.6
Top box (8+9+10)	18%	17%
Never heard of it	12%	18%
Never read it	8%	7%
(DON'T ASK) Don't know	5%	7%

40. The Citizen News is delivered to all households in the County. How would you prefer to receive Citizen News? **(Do not read list; record response) (2012 Tracker)**

Response Category	2014 N=400	2012 N=400
Mailed to home/paper copy	62%	58%
Email	18%	20%
Online	16%	8%
Do not wish to receive it	7%	5%
Social media	2%	1%
All other responses	1% or less	1% or less
Other (specify)	0%	1%
(DON'T ASK) Don't know	4%	6%

These last questions make sure we have a valid sample of the community. It's important to collect answers to all of the following questions, and please keep in mind that your responses are confidential.

41. What is your age?

Age	N=400
18-24	10%
25-34	15%
35-54	38%
55-64	19%
65+	18%
Refused	1%

42. Gender **(by observation)**

Response Category	N=400
Male	48%
Female	52%

43. In what city or town do you live? (quota by several cities)

Response Category	N=400
Milwaukie	12%
Clackamas	10%
Oregon City	9%
Boring	7%
Estacada	7%
Canby	5%
Lake Oswego	5%
Molalla	5%
Wilsonville	5%
Beavercreek	4%
Damascus/Carver	4%
Happy Valley	4%
West Linn	4%
Tualatin	3%
Eagle Creek	2%
Gladstone	2%
Oak Grove	1%
Sandy	1%
Portland	1%
Government Camp	0%
Sunnyside	0%
Jennings Lodge	0%
Johnson City	0%
Mount Hood Village	0%
Oatfield	0%
Barlow	0%
Rivergrove	0%
Other (record)	9%

Area (from city)

Response Category	N=400
Lake Oswego/Milwaukie/Oak Grove/Gladstone	23%
West Linn/Oregon City	15%
Wilsonville/Canby/Molalla	11%
Happy Valley/Damascus/Sandy	9%
All others	42%

44. How long have you lived in Clackamas County?

Response Category	N=400
0-5 years	8%
6-10 years	13%
More than 10 years	78%
(DON'T READ) Refused	1%

45. Do you own or rent your home?

Response Category	N=400
Own	78%
Rent	15%
(DON'T READ) Refused	8%

46. What is the highest level of education you have had the opportunity to complete?

Response Category	N=400
Less than high school	2%
High school diploma	17%
Some college	34%
College degree	33%
Graduate/professional school	13%
(DON'T READ) Refused	1%

47. How many children under age 18 live in your home? **(Record)**

Response Category	N=400
0	64%
1	12%
2	14%
3	5%
4	2%
5+	1%
(DON'T READ) Refused	2%

48. What is your annual household income before taxes in 2013?

Response Category	N=400
Less than \$25,000	9%
\$25,000 to less than \$50,000	19%
\$50,000 to less than \$75,000	19%
\$75,000 to less than \$100,000	17%
\$100,000 to less than \$150,000	15%
\$150,000+	8%
(DON'T READ) Refused	14%

49. What is your race or ethnicity? (Allow multiple)

Response Category	N=400
White/Caucasian	89%
Hispanic/Latino	2%
African American/Black	1%
Asian/Pacific Islander	1%
Native American/American Indian	1%
Other	3%
(DON'T READ) Refused	3%

May 15, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

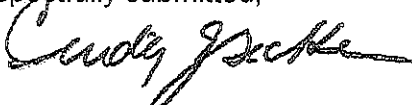
Approval to Apply for a Grant from Washington County for the
Healthy Families Services Program

Purpose/Outcomes	To provide three components of the Healthy Families program including: 1) Screening; 2) Home Visitation; and 3) Program Management to eligible residents of Washington County. Services will increase high-risk family's attachment to intensive services within 3-months of the child's birth resulting in a decreased rate of child abuse cases.
Dollar Amount and Fiscal Impact	Total amount of this agreement is \$1,072,730. Funds will primarily be used for service delivery and a small portion to cover administrative costs. There is a 25% match requirement with this grant that will be met through a combination of the selected sub-contractor's in-kind contribution and Healthy Families fundraising efforts.
Funding Source	Funding to cover this agreement originates from Washington County's fiscal year 2014-2015 allocation of Healthy Families funds from the Oregon Early Learning Division. No County General Funds are involved.
Safety Impact	N/A
Duration	This agreement is effective July 1, 2014 and terminates June 30, 2015.
Previous Board Action	N/A
Contact Person	Rodney A. Cook
Contract No.	N/A

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S), requests the approval to apply for a Grant from Washington County to provide the Healthy Families home visiting program that it currently provides for Clackamas County. Healthy Families program offers voluntary services to at-risk families, regardless of income, who are identified and screened either during the prenatal period or at the time of birth. Healthy Families provides long-term, home visitation assistance to families who present with multiple factors that place them at risk for poor child and family outcomes. CYF seeks to regionalize the current program to cover both Clackamas and Washington counties reducing administrative overhead and maximizing service delivery.

RECOMMENDATION: Staff recommends the Board approval of this request to apply and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

4

Approval of Previous Business Meeting Minutes:

April 24, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <http://www.clackamas.us/bcc/business.html>

Thursday, April 24, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith

EXCUSED: Commissioner Martha Schrader

I. CALL TO ORDER

- Roll Call

Commissioner Schrader is attending another meeting and will not be in attendance today.

- Pledge of Allegiance

Chair Ludlow announced today is Take Our Daughters and Sons to Work Day. The Board acknowledged the children in the audience.

II. CITIZEN COMMUNICATION - NONE

III. PUBLIC HEARING

1. Second Reading of Ordinance No. 01-2014 Amending Title 6 Public Protection of the Clackamas County Code and Adding Section 6.12 Declaring a Moratorium on Medical Marijuana Facilities and Declaring an Emergency - *1st reading and public hearing was April 3, 2014*
Stephen Madkour, County Counsel, presented the Staff Report.
Chair Ludlow opened the public hearing and stated there are several people signed up to speak.

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

1. Doug Neeley, Oregon City – Mayor, supports moratorium
2. Tiffany Hicks, Oregon City – Children, Youth and Families, supports moratorium
3. Ellen Crawford, Oregon City – Director of Juvenile Dept., supports moratorium
4. Matt Ellington, Oregon City – Undersheriff, supports moratorium
5. Greg Horner, Oregon City – D.A., supports moratorium
6. Roy Burge, Milwaukie – supports moratorium
7. Sarah Kimes, Beaver Creek – opposes moratorium
8. Shirley Morgan, Welches – supports moratorium
9. Constance Kimes, Beaver Creek – opposes moratorium
10. Daniel Hudson, Eagle Creek – opposes moratorium
11. Lori Norman, Milwaukie – opposes moratorium
12. Robert Sweeney, Portland – opposes moratorium
13. Craig Seghers, Gladstone – opposes moratorium
14. Desirae Duval, Oregon City - opposes moratorium
15. Mario Mamone, Gladstone – opposes moratorium
16. Tracy Hoffman, Portland – supports moratorium
17. Abigail Wells, Milwaukie – supports moratorium
18. Elizabeth Russel, Oregon City – support moratorium
19. Summer Murphy, Gladstone – supports moratorium
20. Susie Tracy, Estacada – supports moratorium
21. William Esbensen, Clackamas - opposes moratorium
22. Sean Myers, Sandy - opposes moratorium
23. Rev. Ginamarie Pezzi, Milwaukie - opposes moratorium

24. Lindsey Rinehart, Happy Valley - opposes moratorium
25. Matthew Sanders, Happy Valley - opposes moratorium
26. Patricia Rodriguez, Portland - opposes moratorium
27. Richard Holsten, Gladstone - opposes moratorium
28. Justin Orzechowski, Oregon City - opposes moratorium
29. Cindy Bankston, Boring - opposes moratorium
30. Hilary Sweeney, Portland - opposes moratorium
31. Jordan Turel, Damascus - opposes moratorium
32. Dave Murray, Milwaukie – supports moratorium
33. Don Olsen, Dundee - opposes moratorium
34. Kate O’Rielly, Lake Oswego - opposes moratorium
35. Sylvia Hormych, Gladstone - opposes moratorium
36. Mike Mullins, Happy Valley - opposes moratorium
37. Michelle Barnes, Mulino - opposes moratorium
38. Kara Berendt, Oregon City - opposes moratorium

~Board Discussion~

Chair Ludlow closed the public hearing.

~Board Discussion~ Including a statement from Commissioner Schrader, read by Chair Ludlow.

Chair Ludlow asked for a motion to read the Ordinance by title only.

MOTION:

Commissioner Smith: I move we read Ordinance No. 01-2014 by title only.

Commissioner Savas: Second.

Clerk calls the poll:

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – The motion passes 4-0.

Chair Ludlow asked the Clerk to read the Ordinance by title only and asked for a motion to adopt the ordinance.

MOTION:

Commissioner Bernard: I move we adopt Ordinance No. 01-2014 Amending Title 6 Public Protection of the Clackamas County Code and Adding Section 6.12 Declaring a Moratorium on Medical Marijuana Facilities and Declaring an Emergency.

Commissioner Savas: Second.

Clerk calls the poll:

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – The motion passes 4-0.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Consent Agenda by title, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Consent Agenda.

Commissioner Savas: Second

Clerk calls the poll:

Commissioner Smith: Aye
Commissioner Bernard: Aye
Commissioner Savas: Aye
Chair Ludlow: Aye – the motion passes 4-0

A. Health, Housing & Human Services

1. Approval of Revenue Intergovernmental Agreement with Oregon Health Authority for the Todos Graduados-Everybody Graduates! Prevention Project – *Children, Youth & Families*
2. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
3. Approval of an Amendment #01 to Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Public Health*
4. Approval of Intergovernmental Agreements with the City of Lake Oswego, Tualatin Valley Fire & Rescue and Clackamas Fire District #1 for Advanced Life Support Emergency Medical System Integration - *Public Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

C. Department of Emergency Management

1. Approval of FY 2011 Urban Area Security Initiative Intergovernmental Agreement Amendment No. 2 with the City of Portland
2. Approval of FY 2011 Urban Area Security Initiative Intergovernmental Local Grant Agreement with Boring Water District No. 64
3. Approval of Amendment No. 1 of the Sub-Recipient Grant Agreement No. 14-007 with Clackamas River Water

VI. DEVELOPMENT AGENCY

1. Approval of an Easement to Portland General Electric Company on Agency Owned Property Located at 10910 SE 82nd Ave.

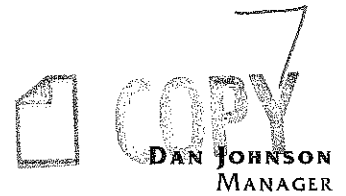
VII. COUNTY ADMINISTRATOR UPDATE - NONE

VIII. COMMISSIONERS COMMUNICATION

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

Adjourned: 12:40 PM

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. www.clackamas.us/bcc/business.html



DEVELOPMENT AGENCY

May 15, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Bylaws for the
Clackamas County Development Agency Budget Committee**

Purpose/Outcomes	The Bylaws outline the eligibility requirements, the length of term, election of officers, and other procedural requirements for the Development Agency's Budget Committee.
Dollar Amount and Fiscal Impact	No fiscal impacts are expected.
Funding Source	No funds are required.
Safety Impact	None.
Duration	
Previous Board Action	The Board of County Commissioners has not previously taken an action on this issue.
Contact Person	Dan Johnson, Manager, Clackamas County Development Agency 503-742-4325

BACKGROUND:

The Development Agency has a Budget Committee which consists of the five members of the Board of County Commissioners and five citizen members who are recruited from various areas of the County, and each serve a three-year term. The Committee's task is to assist staff and advise the Board of County Commissioners in the process of developing the annual budget for the Development Agency. The Agency has drafted a set of Bylaws which outlines the eligibility requirements, length of term, meeting format, election of officers and other procedural requirements for the citizen members of the Committee.

The Bylaws are attached for your review and approval.

The ByLaws' content and format have been approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Bylaws for the Clackamas County Development Agency Budget Committee.

Respectfully submitted,

Dan Johnson
Development Agency Manager

Bylaws of the Clackamas County Development Agency Budget Committee

ARTICLE I

The name of the organization shall be the Clackamas County Development Agency Budget Committee.

ARTICLE II

PURPOSE. The purpose of the Clackamas County Development Agency Budget Committee is to advise the BCC in regard to the budget needs of the Clackamas County Development Agency.

GOALS. The goals of the Clackamas County Development Agency Budget Committee are as follows:

Act as an advisory board to the Board of County Commissioners and others on matters affecting the development of the Development Agency's annual budget.

ARTICLE III

MEMBERSHIP. Membership shall consist of the five members of the Board of County Commissioners and five citizen members and shall be as representative as possible of the geographic, demographic and philosophical entities of the County.

- a. Members of the Development Agency Budget Committee shall be selected from a pool of applicants solicited, received and appointed by the Clackamas County Board of County Commissioners. Membership in the Development Agency Budget Committee shall be open to anyone who is a resident of the County, but not a resident of a city within the County that has an urban renewal agency.
- b. Membership shall not be limited by race, creed, color, sex, age, heritage, national origin or income. All new members applying to the Committee will be required to show proof of eligibility.
- c. Members shall have an appointment term of three (3) years which shall expire on December 31st of the third year of service. Expiration dates for the terms shall be staggered so that no more than two of the members' terms will expire in any year. For this purpose, membership terms may initially be staggered for less than three (3) years. Members may seek reappointment for a maximum of two consecutive terms. Current members seeking a new term on the Development Agency Budget Committee shall submit an application at least thirty (30) days prior to the expiration of their current term.

ARTICLE IV

OFFICERS. The officers of the Development Agency Budget Committee shall include the following:

- a. **Chairperson.** The Chairperson shall preside over all meetings of the Development Agency Budget Committee and have the responsibility of the performance of such duties as prescribed in these bylaws. The Chairperson will act as a point-of-contact between County officials and the Development Agency Budget Committee.
- b. **Vice-Chairperson:** The Vice-Chairperson shall aid the Chairperson and perform the duties of the Chairperson in his/her absence or disability.
- c. **Secretary:** The Secretary shall keep accurate records of all meetings of the Development Agency Budget Committee. The minutes shall be made available to any member or the public as required by the Oregon Public Records and Meetings Law. The Secretary shall handle all correspondence of the Committee.

The County Liaison, Mary Anderson, shall provide the County Public and Government Affairs Department with a current list of officers and members.

SELECTION OF OFFICERS. The first election shall be held at the first meeting of the Development Agency Budget Committee. After the first election, the election of officers of the Committee shall be held in conjunction with the annual meeting. Members shall assume their duties immediately upon election to office. All members are eligible for election to officer positions. The Chairperson shall not vote for an officer except in the event of a tie when the Chairperson shall cast the deciding vote. Proxy votes shall not be allowed.

TERM OF OFFICE. The term of office for all officers shall be one (1) year, however, the officer shall continue to serve until a successor is elected or appointed to that office.

VACANCIES. A vacancy occurs when an officer dies, resigns, is removed, or has more than three (3) unexcused absences from meetings during a calendar year. A vacancy shall be filled by appointment by the Board of County Commissioners. The person appointed to fill the vacancy shall serve the remainder of the unexpired term and until a successor is elected or appointed to that office.

ARTICLE V

MEETINGS. Meetings of the Development Agency Budget Committee shall be held in accordance with the Oregon Public Meetings Laws. Meetings shall be held no less than twice per year, with the annual meeting being held once per year for the purpose of electing officers and such other business as deemed necessary.

The Chairperson may call special meetings at any time upon the request of two (2) of the officers or any three (3) members of the Development Agency Budget Committee. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650 of the Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Affairs Office.

QUORUM and VOTING. A quorum shall be present at a meeting in order for the Development Agency Budget Committee to transact business. A quorum consists of a majority of all members of the Committee, not just those present. Action may be taken by the committee at any regular meeting by a majority vote of those present and voting.

RECORDS. All records of the Development Agency Budget Committee shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

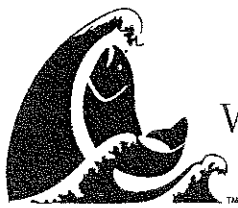
ARTICLE VI

HEARING PROCESS AND PROCEDURE. The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the Development Agency Budget Committee. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The Committee may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

ARTICLE VII

AMENDMENTS. These bylaws may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the Development Agency Budget Committee. However, the amendments shall not be in effect until approved by the Board of County Commissioners and that approval has been communicated back to the Chairperson.

The amended bylaws shall supersede all previous bylaws and become the governing rules for the Committee.



**WATER
ENVIRONMENT
SERVICES**

Beyond clean water.

8

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 15, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between
Clackamas County Service District No. 1, Tri City Service District, and Clackamas County for
Facilities Management and Maintenance

Purpose/Outcomes	Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Tri City Service District, and Clackamas County for Facilities Management and Maintenance.
Dollar Amount and Fiscal Impact	Payment to the County of up to \$270,000 annually, apportioned to the Districts based on the scope and frequency of services provided by the County. Cumulative total of an amount not to exceed \$540,000.
Funding Source	Clackamas County Service District No. 1 and Tri-City Service District FY13-14 and FY14-15 Budgets. No County General Funds are involved.
Safety Impact	None.
Duration	Effective July 1, 2013 through June 30, 2015.
Previous Board Action	None
Contact Person	Greg Geist, Water Quality Manager – Water Environment Services - 503-557-2802
Contract No.	N/A

BACKGROUND:

Clackamas County Service District No. 1 (“CCSD#1”) and the Tri City Service District (collectively, the “Districts”) own and operate the four wastewater treatment facilities that require a significant amount of maintenance, management and upkeep. The County’s Facilities Management staff has the expertise and resources to ensure that the Districts’ facilities are managed and maintained properly. Services provided include general maintenance; janitorial and landscape services; maintenance and repair of HVAC (heating, ventilating and air conditioning), plumbing, electrical, lighting and mechanical systems; fire/safety/code compliance; project management for construction and remodeling; utilities management; and leasing of facilities. District personnel will no longer be responsible these types of activities, which are not directly related to their training or mission.

RECOMMENDATION:

Staff recommends the Board authorize the Chair to execute the proposed intergovernmental agreement and authorize staff to execute such other ancillary documents as may be necessary to effectuate the purposes thereto.

Respectfully submitted,

A handwritten signature in cursive script that reads "Elizabeth Garcia". The signature is written in black ink and is positioned to the right of the typed name.

Elizabeth Garcia
Interim Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1,
TRI CITY SERVICE DISTRICT AND
CLACKAMAS COUNTY
FOR
FACILITIES MANAGEMENT AND MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT to provide for facilities management and maintenance services (this "Agreement"), made and entered into on this _____ day of _____, 2014 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1 and TRI-CITY SERVICE DISTRICT, each a county service district formed under ORS 451 (collectively referred to as the "Districts"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (the "County").

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the Districts require enhanced maintenance and facilities management services to maintain the treatment facilities;

WHEREAS, the County is in a position to provide the facilities management and maintenance services required by the Districts' facilities;

WHEREAS, the Districts desire to contract with County to provide the services required.

TERMS

NOW, THEREFORE, the parties hereby agree to:

ARTICLE 1 – SERVICES

- 1.1 **Scope of Services.** The County agrees to provide the Districts with the maintenance and facilities management services ("Services"), as described in more detail in the Scope of Services attached hereto as Exhibit A ("Scope").
- 1.2 **Schedule.** The County agrees to perform the services based upon the schedule attached hereto as Exhibit B ("Schedule").
- 1.3 **Standard of Care.** The County agrees to perform the Services with the standard of care, skill and diligence normally provided by a competent organization in the performance of similar services.

ARTICLE 2 – AGREEMENT TERM

- 2.1 **Term.** Unless earlier terminated, this Agreement shall commence on July 2013 and shall remain in full force and effect until June 30, 2015. The parties acknowledge that the County has been performing enhanced maintenance and facilities management services on District facilities since July 2013.

ARTICLE 3 – PAYMENTS TO COUNTY

In accordance with the terms and conditions of this Agreement, the Districts shall compensate the County as follows:

- 3.1 **Compensation.** The Districts agree to pay the County an amount not to exceed TWO HUNDRED SEVENTY THOUSAND and 00/100 Dollars (\$270,000.00) (the “Maximum Amount”) annually. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the Districts. The costs shall be apportioned to the Districts based on the scope and frequency of services provided by the County. The compensation for services performed during fiscal year 2014-2015 shall be determined after the parties evaluate the detailed accounting provided in section 3.2.2 of this Agreement.
- 3.2 **Billing and Payment Procedure.**
- 3.2.1 The County shall provide monthly invoices to the Districts. The Districts shall pay monthly payments to County within thirty (30) days of Districts’ receipt of the monthly invoice. The County shall maintain detailed billing records and such records shall be available to the Districts for audit and copying. No interest shall be paid on disputed amounts.
- 3.2.2 At the end of each fiscal quarter, the County shall provide the Districts with a work level summary, detailed accounting of the services performed and the total cost of those Services incurred to date for that fiscal year.

ARTICLE 4 – GENERAL CONDITIONS

- 4.1 **Early Termination of Agreement**
- 4.1.1 The Districts and the County, by mutual written agreement, may terminate this Agreement at any time and for any reason, subject to 4.1.2.
- 4.1.2 The Districts and the County shall provide written notice at least six (6) months prior to the date of termination.
- 4.1.3 Either the Districts or the County may terminate this Agreement in the event of a

breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

4.2 Payment on Early Termination. In the event of early termination, the Districts shall pay the County for work performed in accordance with the Agreement prior to the termination date.

4.3 Remedies

4.3.4 In the event of termination under Paragraph 4.1.3 by the District due to a breach by the County, then the District may complete the work either itself, or by agreement with another vendor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 3.1 hereof, then the County shall pay to the District the amount of the excess.

4.3.5 The remedies provided to the District under Paragraph 4.1, Paragraph 4.2, and Paragraph 4.3 hereof, for a breach by the County shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.

4.4 Indemnification. Subject to the limitations and defenses contained in the Oregon Tort Claims Act, ORS 30.260 *et seq.*, the County agrees to indemnify, save harmless and defend the Districts, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent acts of the County or County's officers, owners, employees, agents, or its subcontractors.

4.5 Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

4.6 Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

4.7 Integration. This Agreement contains the entire agreement between the Districts and the County with respect to specific maintenance work and supersedes all prior written or oral discussions or agreements but does not impair the existing agreements between the

Districts and the County for the provision of employment services.

- 4.8 Amendments.** The Districts and the County may amend this Agreement at any time only by written amendment executed by the Districts and the County. Any amendment that increases the amount of compensation payable to the County in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the Districts. The County Administrator or other person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals.
- 4.9 Waiver.** The Districts and the County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1:

Chair

Date

TRI-CITY SERVICE DISTRICT:

Chair

Date

CLACKAMAS COUNTY:

Chair

Date

EXHIBIT A – SCOPE OF SERVICES

The scope of services shall be limited to maintenance and the facilities management of the three facilities identified below. The scope of services does not include the costs associated with any capital improvements to any facility.

TRI-CITIES SERVICE DISTRICT

Tri-City Plant

- Facilities Overhead
- Security System Supplies
- Janitorial Paper Products
- General Building Maintenance Supplies
- Health/Safety/Envir Prof Services
- Building Repairs & Maintenance
- Plumbing Repair & Maintenance
- Generator Repair & Maintenance
- HVAC Repair & Maintenance
- Painting – Interior Only
- Security System Repairs & Maintenance
- Janitorial
- Grounds Maintenance
- Landscape
- Vandalism/Graffiti Removal & Repair

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Kellogg Plant

- Facilities Overhead
- Janitorial Paper Products
- General Building Maintenance Supplies
- Health/Safety/Envir Prof Services
- Building Repairs & Maintenance
- Plumbing Repair & Maintenance
- Generator Repair & Maintenance
- HVAC Repair & Maintenance
- Painting – Interior Only
- Janitorial
- Grounds Maintenance
- Landscape
- Vandalism/Graffiti Removal & Repair

Hoodland Plant

- Work as Requested (Additional project costs not included in the allocated budget)

Boring Plant

- Work as Requested (Additional project costs not included in the allocated budget)

82nd Bridge (Gladstone & Oregon City Bridge)

- Work as Requested (Additional project costs not included in the allocated budget)

The Facilities Overhead is all employee salaries, office supplies, and trainings/meetings. All the other accounts are the accounts that we believe will be affected in order to meet the needs of the treatment plants. The biggest cost are the HVAC systems, Facilities Overhead, Janitorial, and Landscape. HVAC will be higher until we get the HVAC systems operating correctly. This year (FY 13-14) and next (FY 14-15) are only estimates because we will still be learning what needs to be completed and as well as no historical data. We will not have more accurate cost until at least FY 15-16. This means that the cost can change in either direction – higher or lower cost.

EXHIBIT B – SCHEDULE

The County will perform enhanced maintenance and facilities management to the Districts' facilities. The frequency of services shall be as determined by the County. The Districts can establish certain priorities in the scope of services in conjunction with input from the County. The County is under no obligation to provide services that exceed the maximum amount set forth in Section 3.1 of this Agreement.



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Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 15, 2014

Board of County 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**

Purpose/Outcome	To place a Connection Mortgage on the tax lot 12E29AC03600 in order for the property to connect to the public sewerage system.
Dollar Amount and Fiscal Impact	\$8,879.74
Funding Source	Not applicable.
Safety Impact	None.
Duration	Effective April 23, 2014 and terminates on July 31, 2024
Previous Board Action/Review	None
Contact Person	Liz Garcia, Interim Director – Water Environment Services - 742-4563
Contract No.	BH-75-12/13

BACKGROUND:

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 Jennifer D Stone.

Map and Tax Lot: 12E29AC03600. The mortgage is in the amount of \$ 8,879.74 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 allowed by CCSD No.1 Rules and Regulations.

Respectfully submitted,

Liz Garcia
Interim Director

No Change in Tax Statements
After recording, return to:
Water Environment Services
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
SERVICE CONNECTION MORTGAGE

THIS MORTGAGE is made this 23rd day of April, 2014 by and between JENNIFER D STONE residing at 9214 SE 77th CT, Portland, OR 97206 (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 \$ 8,879.74 for the privilege of connecting the property described on Exhibit A for tax lot 12E29AC03600, 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 \$ 8,879.74 the final payment of which, if not sooner paid is due July 31, 2024, 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 \$ 8,879.74 in not less than twenty equal installments of \$ 443.99 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 persona 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.

6.3 Time of Essence. Time is of the essence in the payment of the Indebtedness and the Performance of the Obligations under and secured by this Mortgage.

EXHIBIT "A"

All of that portion described in deed reference 2005-123529

(Tax Lot 12E29AC03600)

A parcel of land located in the Section 29, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the East one-half corner of said Section 29; running thence North 89° 55' West 1303.2 feet; thence North 0° 01' East, 555 feet to the true point of beginning;
thence North 0° 01' East 75 feet;
thence North 89° 55' West, 100 feet;
thence South 0° 01' West, 75 feet;
thence South 89° 55' East, 100 feet to the true point of beginning.



10

OFFICE OF COUNTY COUNSEL

May 15, 2014

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County, as the
governing body of Clackamas
County, Clackamas County Service
District No. 1, Tri-City Service District,
and the Surface Water Management
Agency of Clackamas County

Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Adoption of an Intergovernmental Agreement with Oak Lodge Sanitary District
Regarding the Provision of Management Services

Purpose/Outcomes	Adoption of Agreement, contract for management services
Dollar Amount and Fiscal Impact	Payment to Oak Lodge Sanitary District of salary and expenses for management services
Funding Source	Cost will be allocated across the budgets of CCSD#1, TCSD, and SWMACC
Safety Impact	None.
Duration	Through June 30, 2015, with option for one year extension
Previous Board Action	None
Contact Person	Nancy Newton, Deputy County Administrator Chris Storey, Assistant County Counsel
Contract No.	N/A

BACKGROUND

Clackamas County Service District No. 1 ("CCSD#1"), the Tri-City Service District ("TCSD") and the Surface Water Management Agency ("SWMACC" and, together with CCSD#1, and TCSD, the "Districts") receive management services through the County, which hires their employees including the WES director. The prior WES director left the department and the County desires to have knowledgeable and capable leadership in place during the interim period while a recruitment is undertaken for WES director.

Oak Lodge Sanitary District's ("OLSD") current General Manager, J. Michael Read, previously served as director of WES and both OLSD and Mr. Read are willing to provide interim management services to the County and the Districts. The parties have agreed to the provision of those services on the terms and conditions outlined in the intergovernmental agreement attached hereto. Due to the time-sensitive nature of this process, the parties are still negotiating the draft

on May 13, 2014. Staff will provide an updated version of the agreement once County Administration and OLSD have finalized a draft and OLSD has approved it. The proposed DRAFT IGA is attached hereto, subject to revisions based on the discussions of the parties.

RECOMMENDATION

Staff recommends that the Board, on behalf of each of the County, CCSD#1, SWMACC and TCSD approve entering into the IGA for management services as ultimately negotiated between the parties.

**INTERGOVERNMENTAL AGREEMENT
FOR MANAGEMENT SERVICES FOR CLACKAMAS COUNTY DEPARTMENT OF
WATER ENVIRONMENT SERVICES AND CLACKAMAS COUNTY SERVICE DISTRICT
NO. 1, TRI-CITY SERVICE DISTRICT and SURFACE WATER MANAGEMENT AGENCY
OF CLACKAMAS COUNTY**

This agreement for management services (this "Agreement") is effective this 1st day of May, 2014, between the Oak Lodge Sanitary District ("Oak Lodge"), a sanitary district organized under ORS Chapter 450, Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas County Service District No. 1, Tri-City Service District and Surface Water Management Agency of Clackamas County ("Districts"), each county service districts organized pursuant to Oregon Revised Statutes ("ORS") Chapter 451.

WHEREAS, ORS 190.003 to 190.030 allows units of local government to enter into agreements for performance of any or all functions and activities that such units have authority to perform; and

WHEREAS, Oak Lodge provides sanitary sewer and surface water management services in an unincorporated area of Clackamas County; and

WHEREAS, Clackamas County, by and through its Department of Water Environment Services ("WES"), provides sanitary sewer and surface water management services within incorporated and unincorporated areas of Clackamas County the Districts; and

WHEREAS, Clackamas County also provides other services to unincorporated areas through WES; and

WHEREAS, due to the departure of the former Director of WES, Clackamas County is in need of sanitary sewer and surface water management services for WES and the Districts; and

WHEREAS, Oak Lodge is willing, and County and Districts desire, to enter into an agreement for such management services provided by J. Michael Read ("Read"), the current Oak Lodge General Manager;

NOW THEREFORE, Oak Lodge, County and Districts agree as follows:

1. Management Services.

- A. Oak Lodge currently employs Read as the General Manager for Oak Lodge. Oak Lodge agrees to direct Read to provide management services for County and the Districts as a part of his regular duties and responsibilities to Oak Lodge. Read shall for all purposes remain an employee of Oak Lodge, and shall not be considered an employee of County or Districts.
- B. In the initial year of this agreement, the County and Districts shall pay Oak Lodge directly on an annual basis the amount of \$174,843.78 for the management services they receive from Read. Oak Lodge shall bill County in twelve equal monthly installments of \$14,570.31 per month for the services provided, prorated for the initial month of May. Invoices shall be due and payable upon receipt. Invoices not paid within thirty (30) days shall be subject to interest at the rate of 1% per month. County and Districts shall allocate responsibility for payment as they shall determine. Neither the County nor the Districts shall make any payments or contributions to Read or on Read's behalf to any account or fund, including but not limited to PERS, health

insurance, or deferred compensation. All payments by County and Districts shall be made through invoices received from Oak Lodge.

- C. Read shall provide management services to County and its Districts under the direction of Donald Krupp, County Administrator for WES and as District Administrator for the Districts or Deputy County Administrator Nancy Newton. Such services shall be in accordance with Attachment A, incorporated by reference herein. As a general matter, the expectation is that Read shall provide approximately 75% of his time to County and District issues and will be on site a minimum of three ten hour work days, plus any other meetings, duties or requirements as directed by the County Administrator or Deputy Administrator.
- D. County and Districts are contracting for the services of Read personally, not for the services of any other person who may hold the office of Oak Lodge General Manager. Should Read leave the employ of Oak Lodge, the County and Districts, upon receiving notice of the termination of Read's employment with Oak Lodge, may immediately terminate this agreement by giving the notice required by section 4.A.
- E. County and Districts shall provide, at no cost to Oak Lodge, adequate office space and supporting services for Read while he is performing management services for County and Districts.

2. Effective Date.

The effective date of this Agreement shall be May 1, 2014 unless so specified otherwise by written amendment hereto.

3. Term of Agreement.

The term of this Agreement shall be through June 30, 2015. The Agreement may be extended for additional one (1) year terms upon mutual agreement of the parties in writing.

4. Termination.

- A. This Agreement may be terminated by any party to this Agreement by providing written notice to the other parties not less than 60 days prior to the date of termination.
- B. If this Agreement is terminated prior to the termination date, Oak Lodge will be paid by County and Districts through the date of termination (that is, through the end of the 60 day period), Read will continue to provide services through the end of the 60 day period, and the parties will cooperate in transition of services.

5. Amendment.

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

6. Notices.

Any notice required or permitted under this agreement shall be given when actually delivered

or seventy-two (72) hours after deposited in the United States mail, first class postage, return receipt requested, and addressed as follows:

Oak Lodge: J. Michael Read
General Manager
Oak Lodge Sanitary District
14611 SE River Road
Milwaukie, Oregon 97267-1198

County/Districts: Donald Krupp
County Administrator
2051 S. Kaen Road
Oregon City, Oregon 97045

7. Severability.

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

IN WITNESS THEREOF, the respective parties have cause to be signed in their behalf to make and enter into this agreement this _____ day of May, 2014.

OAK LODGE SANITARY DISTRICT

CLACKAMAS COUNTY, a political
subdivision of the State of Oregon

By: Terry J. Gibson
President

Chair
Board of County Commissioners

ATTEST:

ATTEST:

By: _____
J. Michael Read
District Secretary

By: _____

Clackamas County Service District No. 1

By: _____

Chair
District Board of Directors

Oak Lodge/County/District IGA

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4851-5160-2970.v1

ATTEST:

By: _____

Surface Water Management Agency of Clackamas County

By: _____

Chair
District Board of Directors

ATTEST:

By: _____

Tri-City Service District

By: _____

Chair
District Board of Directors

ATTEST:

By: _____

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR MANAGEMENT SERVICES FOR THE DEPARTMENT OF WATER ENVIRONMENT SERVICES and CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT AND SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

Statement of Objectives

Oak Lodge Sanitary District General Manager J. Michael Read (hereinafter "General Manager") and County/District Administrator Donald Krupp (hereinafter "County Administrator") have developed this Statement of Objectives regarding operations of the Clackamas County Department of Water Environment Services ("WES") and the above named county service districts ("Districts").

1. The County Administrator expects that the General Manager will carry out certain administrative and executive functions appropriate to a general manager/service district director under the supervision of the County Administrator or Deputy County Administrator Nancy Newton ("Deputy Administrator"). These functions include but are not limited to:
 - A. Administer affairs of WES and the Districts relative to the provision of sanitary sewer and surface water management services in accordance with the Clackamas County Code and policies and applicable statutes.
 - B. Provide input to the County Administrator and Deputy Administrator regarding the recruitment, hiring, training, promotion, discipline, and termination of staff, with the understanding that all personnel decisions regarding WES and Districts staff are the decision of the County Administrator or Deputy Administrator with the input and participation of the Department of Employee Services. General Manager shall generally manage the professional and labor staff necessary to properly carry out the mission of WES and the Districts at the levels of public service established by the County Administrator in compliance with the County Code and personnel policies.
 - C. To retain and utilize necessary and proper professional consulting services for the purposes of performing studies, evaluations, planning, design, and construction services as deemed necessary for the continuation of delivery of high quality wastewater and surface water management services to the public. For the purposes of contracting and Clackamas County's Local Contract Review Board Rules, the General Manager shall be deemed the WES Director and have the signature authority thereof.
 - D. To plan, acquire, maintain, and dispose of the capital facilities, equipment, supplies, materials, and services necessary for the efficient and effective delivery of public service to the community consistent with the requirements and procedures of applicable law and County process.
 - E. To effect and maintain proper financial controls for the efficient day-to-day operation of WES and the Districts.

- F. To administer the organizational structure of WES and the Districts, and as necessary propose and develop recommended changes to the County Administrator and Deputy Administrator.
 - G. To implement and modify, in consultation with the County Administrator or Deputy Administrator, strategic planning for WES and the Districts.
 - H. To develop, implement, and administer the budgets for WES and the Districts.
2. The County Administrator retains the responsibility and authority to carry out general management oversight functions of WES and the Districts.
3. The County Administrator and the General Manager have the following expectations regarding their mutual functions.
- A. They will work together in a close partnership to attain the goals of WES and the Districts as established by statute and Board of County Commissioners/WES and County Policy.
 - B. Except as noted in 3.H below, the General Manager will freely express his opinions, including any opinion which may differ or conflict with that of the County Administrator and/or Board of County Commissioners, before an official decision is made by the County Administrator and/or Board of County Commissioners on a subject related to WES or the Districts. To the full extent possible, within legal limitations and good faith, the General Manager will publicly support and carry out the decisions and policies of the County Administrator and/or Board of County Commissioners, after a decision has been made by the County Administrator and/or Board of County Commissioners.
 - C. The General Manager will be accessible to the County Administrator at all reasonable times, whether at work, at home, or in some other location, and the County Administrator will feel free to contact the General Manager at any time.
 - D. The General Manager and the County Administrator will develop a close working relationship to further the goals, objectives, administration, and policies. It is the understanding of the parties that the General Manager does not desire and does not intend to apply for the permanent position of WES Director and will actively participate and support the County's recruitment efforts for said position, including participation in candidate recruitment, interviews, and the selection process, to the extent requested by the County Administrator.
 - E. The County Administrator and the General Manager will cooperate in the preparation of materials for Board of County Commissioners meetings and in developing expertise with respect to policy and local government issues.
 - F. The County Administrator and Deputy Administrator will provide frequent feedback to the General Manager with respect to his performance of his functions. In consultation

with the General Manager, the County Administrator will develop a procedure for a performance evaluation to be conducted with respect to the General Manager. The purpose of the evaluation and feedback process is to provide cooperative positive communication between the County Administrator, Deputy Administrator and the General Manager with respect to the General Manager's performance, and, whenever possible, to avoid negative confrontations, conflict, and misunderstandings.

- G. The County will provide the General Manager with reasonable resources, that are mutually agreed to be necessary for him to efficiently perform the duties of his office, including but not limited to, travel, office, staff, supplies, materials, and services. The General Manager shall avail himself of available County resources in support of WES activities, including but not limited to support and assistance from personnel from County Counsel, Employee Services, Finance, Public and Governmental Affairs, Purchasing, and Risk Management.

- H. When an issue of concern is raised or considered that impacts both Oak Lodge and WES or the Districts, as determined by the County Administrator, the General Manager shall recuse himself from such matter and WES' Operations Manager shall be the point of contact with the County Administrator and Deputy Administrator in addressing such issue.