

AGENDA

Thursday, January 17, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-01

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Clackamas Heights Master Plan

II. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Zoning and Development Ordinance 275, Amendments to the Floodplain Management District Provisions of the ZDO *Previously approved at the 1-9-19 Land Use Hearing (Nate Boderman, County Counsel)*

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. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ Offering to Transfer Jurisdiction from Clackamas County to the City of Wilsonville a Portion of Ridder Road, County Road No. 799

V. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. 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

1. Approval to Apply for Grants from Oregon Department of Transportation Statewide Transportation Improvement Fund (STIF) - Human Services Transportation Funds through TriMet for Services Provided by Clackamas County Social Services Division for Clackamas County Seniors and People with Disabilities - *Social Services*

2. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities - *Social Services*
3. Approval of an Agency Services Contract with Hillside Christian Fellowship for Warming Center Services - *Social Services*
4. Approval of Amendment No. 3 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*

B. Department of Transportation & Development

1. Acceptance of the Oregon Department of Transportation Safe Communities Grant for Educational Outreach on the Transportation Safety Action Plan

C. Elected Officials

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

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Closing Documents for Hidden Falls Property

VII. WATER ENVIRONMENT SERVICES

1. Approval of a Public Improvement Contract between Water Environment Services and OBEC Consulting Engineers, Inc. for Services During Construction for the 82nd Drive Bridge- North Approach Project - *Procurement*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

January 17th, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the
Housing Authority and Metro for the Clackamas Heights Master Plan

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Metro for the Clackamas Heights Master Plan.
Dollar Amount and Fiscal Impact	\$220,000 of grant funds from the Metro 2040 Planning and Development program.
Funding Source(s)	Funding sources for the Clackamas Heights Master Plan is provided through the Metro 2040 Planning and Development grant award to the Housing Authority.
Duration	The Master Planning process with kick off in July of 2019 after consultant teams are procured, with an anticipated duration of one year (7/31/2020).
Previous Board Action	The Board approved submission of the grant application to Metro on April 5 th , 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #9134

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Metro for the funding and completion of a Master Plan for the Clackamas Heights Public Housing community, a sixteen (16) acre site located in Oregon City, OR.

HACC was awarded funding from Metro in July 2018, in the amount of \$220,000. The scope of work for the Master Plan is to complete the following deliverables that will lead to the vision for the future of the site:

- Outreach/Communications (public involvement) Strategy
- Detailed site analysis
- Development capacity and market analysis
- Preferred Concept Design
- Financial Feasibility and Pro Forma Analysis
- Financing Plan for Federal, State, and local funding applications
- Economic Impact Analysis for job creation and economic opportunities
- Health Impact Analysis

The expected development outcomes from the completion of the Master Plan for the Clackamas Heights public housing community are the construction of a mixed use, mixed income community that preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice and different types of housing (e.g. multi-story apartments, single family units, duplexes).

Additional development outcomes include improved pedestrian and transit access on the site, potential for commercial uses such as the HACC administrative headquarters, and other uses.

HACC will use the Master Plan to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, Low Income Housing Tax Credits (LIHTC), and New Markets Tax Credits (NMTC). Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

The Intergovernmental Agreement with Metro outlines the responsibilities for each party under the grant award.

No County General Funds are involved.

The attached forms include the Intergovernmental Agreement, and the Request for Qualifications for consultant services to complete the Master Plan and Health Impact Assessment.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Metro for the Clackamas Heights Master Plan.

Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority of Clackamas County, and Richard Swift to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Housing Authority of Clackamas HACC
Clackamas Heights Master Plan**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the Housing Authority of Clackamas County, a public corporation organized under ORS 456 and located at 13930 S. Gain Street, Oregon City, OR, 97045-0510 (“HACC”). Metro and HACC may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, HACC has submitted a 2040 Planning and Development Grant Request attached hereto as Exhibit A and incorporated herein (the “Grant Request”) for the Clackamas Heights Master Plan (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to HACC for the Project in the amount of \$220,000 subject to the terms and conditions set forth herein (the “Grant Funds”), to be matched by a contribution of \$89,071 from HACC and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide the Grant Funds to HACC for the Project as described in the Grant Request, subject to the terms and conditions specified in this Agreement and subject to any specific funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 18-4902.
2. Project Management and Coordination. The Parties have appointed the staff identified below to act as their respective Project Managers with the authority and responsibility described in this Agreement:

For HACC: Angel Sully
 Housing Development Coordinator
 Housing Authority of Clackamas HACC
 P.O. Box 1510
 Oregon City, OR 97045-0510
 asully@clackamas.us
 503-650-3140

For Metro: Jonathan Williams
 Senior Development Project Manager
 Metro
 600 NE Grand Avenue
 Portland, OR 97232
 Jonathan.Williams@oregonmetro.gov
 503-797-1931

In the event HACC needs to assign a new Project Manager other than the individual named above, HACC will present in writing to Metro the qualifications and experience of the proposed new Project Manager. Metro shall have the opportunity to review the qualifications and may reject a proposed Project Manager who Metro deems unqualified.

3. Mutual Obligations of both HACC and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

(a) Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the scope of work described in the Request for Proposals, attached hereto as Exhibit B. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.

(b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which are attached hereto as Exhibit C (the "Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties expressly delegate authority to the Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project ("Revised Milestones"), including specific consultant and/or HACC deliverables for each Revised Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Revised Milestone. The Parties agree that the Revised Milestones will replace the Milestones, and will become the final and binding Exhibit C to this Agreement ("Revised Exhibit C"), unless and until it is later amended as allowed under paragraph 10 of this Agreement. This IGA will be incorporated by reference into the contract between HACC and the consultants hired for the Project.

(c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. HACC Responsibilities. HACC shall perform the Work on the Project described in the Grant Request, attached as Exhibit A, and as specified in the Revised Milestones, subject to the terms and conditions specified in this Agreement and subject to any funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 18-4902. HACC shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project.

(a) Use of Grant Funds. HACC shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Revised Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, HACC shall obtain Metro's prior written approval before implementing any revisions to the Project.

(b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a schedule of Revised Milestones as described above in section 3, HACC shall enter into a contract(s) with the selected consultant team to complete the Work as described in the Revised Milestones. The contract(s) entered into by HACC shall reference this Agreement, including the schedule of Revised Milestones set forth in Revised Exhibit C.

(c) Submittal of Grant Deliverables. Within 30 days after completing each Revised Milestone, HACC shall submit to Metro all required deliverables for the Revised Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro separately and sequentially; HACC shall not submit additional deliverables and invoices to Metro for later milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

(a) Review and Approval of Grant Deliverables. Within 15 days after receiving HACC's submittal of deliverables as set forth in Revised Exhibit C, Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro shall have sole discretion in determining whether the deliverables submitted are satisfactory in meeting the grant objectives and requirements.

(b) Payment Procedures. Upon Metro Project Manager's approval of deliverables, invoices and supporting documents, subject to the terms and conditions in this Agreement, Metro shall reimburse HACC for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days.

6. Project Records. HACC shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by HACC for the Project. Records and documents described in this section shall be retained by HACC for three years from the date of completion of the project, expiration of the Agreement or otherwise required under applicable law, whichever is later. HACC shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. HACC shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how HACC matching funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of HACC that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations.

7. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all HACC records with respect to all matters covered by this Agreement. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by HACC and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in Revised Exhibit C.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that HACC has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and HACC.

12. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

13. Authority. HACC and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by HACC and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for HACC and Metro, respectively.

Metro

Housing Authority of Clackamas County

By: _____
Martha Bennett

By: _____
Chuck Robbins

Title: Metro Chief Operating Officer

Title: Executive Director

Date: _____

Date: _____

Approved as to Form:

By: _____
Alison R. Kean

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**
Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Title: Metro Attorney

Signing on Behalf of the Housing Authority Board

Date: _____

Richard Swift, Director
Health, Housing and Human Services Department

Attachments:
Exhibit A –HACC’s Grant Request
Exhibit B – Request for Proposals
Exhibit C – Schedule of Milestones

Date

METRO CONTRACT 935484 - EXHIBIT A

Project: Clackamas Heights Master Plan

Funding Requested: \$ 220,000.00

Matching Contributions: \$ 89,071.00

Note to applicants: All questions and headings are to remain in their current locations in this document. In the space provided after each question, you may use text, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your response. Please be succinct; is not necessary to use all of the space provided. Please use 11 point black text, and limit your response to the space allotted for each question. Refer to the evaluation criteria on page 4 of the Handbook, also in ZoomGrants in the "Library" tab.

Clear development outcomes

1. Clearly describe the proposed project and the specific goals to help facilitate development in your community. *(Limit your response to page 1.)*

The Clackamas Heights Master Plan will provide a comprehensive redevelopment strategy for a public housing community owned and operated by the Housing Authority of Clackamas County. Located in Oregon City, OR, Clackamas Heights is home to 223 vulnerable low income residents who would have difficulty finding comparable affordable housing in the private market. This site in the current configuration is underutilized based on size, location and zoning. The goal is to replace the aged dwelling with higher quality and higher density housing on the site in a range of income levels and design typologies.

Clackamas Heights was built in the Park Place neighborhood of Oregon City in 1942 to provide temporary housing for the local workforce. The 17 acre site is the first and oldest public housing community in Oregon and includes 100 units of single family and duplex homes. Clackamas Heights presents incredible opportunity for increased housing density in a property situated near the intersection of two major highways, the McLoughlin transportation and employment corridor and downtown Oregon City.

Completion of a Master Plan for the site will provide a physically and financially viable design concept established through an extensive community process and leading to complete revitalization and transformation of the community. With the partnership of Oregon City's Community Development Department, project components such as enhanced transit and pedestrian access, economic development, and housing needs will be explored and realized.

Additional stakeholders to be involved in the planning process include the Clackamas County Public Health Department, which will complete a Health Impact Assessment in conjunction with the Master Plan; current residents of the Clackamas Heights community, and members of the Park Place neighborhood that surrounds the site.

The Housing Authority will serve as the lead project manager for the process, coordinating the consultant teams and convening community and Technical Advisory Committee team meetings. Development outcomes will include the construction of a mixed use, mixed income community that rebuilds the existing affordable housing at the site, while creating opportunities for expanded housing choice.

The Master Plan will be used to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, Low Income Housing Tax Credits (LIHTC), and New Markets Tax Credits (NMTC). Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

METRO CONTRACT 935484 - EXHIBIT A

2. Provide a high-level description of the scope of work and general timeframe to complete the project. What are the project elements, the deliverables you envision, and the outcomes you seek to achieve? (*Limit your response to page 2.*)

The Clackamas Heights Master Plan will include four areas of project deliverables to be completed by consultant teams over the course of one year. The completed plan will reflect a community vision for redevelopment of the site that incorporates an increased number of housing units and a design concept driven by best practices in health and sustainability components. Potential inclusion of nearby development sites along the Holcomb Boulevard Mixed Use Corridor will also be explored during the Master Plan process. The specific scope of work for each consultant team includes the following:

Project Element #1: *Development and Financial Feasibility Analysis and Plan* (Spring 2019-Spring 2020)

The Development and Financial Feasibility Analysis will be conducted by a development firm experienced in affordable housing redevelopment. Deliverables:

- Needs Assessment- The needs assessment will be completed in conjunction with the development of the preferred site and design plan carried out by the Architectural team. This process will involve input and preferences from the Housing Authority, project partners, residents, and the other consultant teams. The assessment will consider options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development.
- Project Financial Analysis – In this phase of the analysis initial costs for development of the preferred design concept will be created. Likely sources of funding will be identified and a phasing schedule recommended.
- Development Sources and Uses – The final phase of the analysis will produce a detailed and viable development sources and uses for the project that is tested against funding constraints and opportunities.

Project Element #2: *Architecture and Engineering: Preferred Site Plan and Design Concept* (Spring 2019-Spring 2020)

The Architecture and Engineering (A&E) scope of work for the Master Plan will be completed by a qualified firm with residential Master Planning experience. Deliverables:

- Site Survey and Assessments Determination of site boundaries and features, assessment of conditions including residential buildings and infrastructure. Preliminary zoning and land use analysis. Recommendations for alignment with City of Oregon City's affordable housing development goals.
- Program Investigation and Preliminary Project Goals Launch community engagement and Technical Advisory committee to explore program goals and development options.
- Design Workshop Conduct 1-3 workshops with residents and the community to refine design and development priorities.
- Develop Preferred Concept Plan Combine information and input from tasks 1-3 to develop preferred concept plan for the site. Final identification and recommendation of zoning change and land use process.

Project Element #3: *Health Impact Assessment (HIA)* (Spring 2019-Spring 2020)

The HIA will be completed by Clackamas County Public Health as a partner in the Master Planning process. Deliverables:

- Screening (identifying plan, project, or policy decisions for which an HIA would be useful)
- Scoping (planning the HIA and identifying what health risks and benefits to consider)
- Assessment (identifying affected populations and quantifying health impacts of the decision)
- Recommendations (suggesting practical actions to promote positive health effects and minimize negative health effects)
- Reporting (presenting results to decision makers, affected communities, and other stakeholders)
- Monitoring and evaluation (determining the HIA's impact on the decision and health status)

Project Element #4: *Sustainability/Energy Efficiency Assessment* (Fall 2019- Spring 2020)

A Sustainability/Energy Efficiency Analysis will be conducted to determine the annual savings, cash incentives, and overall sustainability solutions generated through implementation (construction) of the Master Plan preferred concept.

METRO CONTRACT 935484 - EXHIBIT A

3. How will you know if the project is successful? *(Limit response to top half of page 3)*

Success for the Clackamas Heights Master Plan will be evaluated by several aspects of the planning and implementation phases of the project. Key outcomes that will demonstrate success include:

Comprehensive Public Engagement

Public engagement for the planning process will consist of resident and community meetings, design workshop(s), a Technical Advisory Committee (TAC) and a Public Advisory Committee (PAC). Additional outreach and engagement strategies may be utilized including online or in person surveys, focus groups, and interviews with key stakeholders. Success under these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input, and the integration of community preferences into the final design concept.

Procurement of Highly Qualified Development and Design Team

The overall success of the Master Plan for Clackamas Heights is contingent upon the procurement of highly skilled and experienced consultant firms to conduct analysis, test feasibility, and design the preferred site design concept.

Creation of a Physically and Financially Viable Master Plan

The end result of the process is a Master Plan that is achievable within the physical context of the site and surrounding areas, and that proves financially viable to accomplish in a multi-phased development scenario.

Land Use Approval – Alignment with City of Oregon City Affordable Housing Development Goals

The Master Plan for Clackamas Heights will be developed in concert with the City of Oregon City's affordable housing development goals. The City seeks to promote equitable housing through greater flexibility in zoning and design standards, increased guidance from the city and transparency in the review processes associated with the development of affordable housing. Oregon City has committed dedicated staff time to the Master Plan and will act as a partner in the process of establishing a preferred design concept.

Successful Funding Awards

The Master Plan and its related deliverables will position the Housing Authority as a competitive applicant for a variety of project funding sources.

Advances and complements regional goals and policies

4. Describe how the project will help to advance racial equity in the metro region. *(Limit response to bottom of page 3)*

The Clackamas Heights master planning process will be an opportunity to invite current and future residents of Clackamas Heights and the surrounding neighborhood to the table. Through this process, HACC will aspire to listen and respond to the community's needs in an environment where trust is established and built upon. Stakeholders will have a voice in steering the future direction of the neighborhood, and in making it a place where residents can live, work and thrive. The redevelopment goals for Clackamas Heights include the advancement of economic opportunity, expansion of affordable housing options, development of a safe and healthy community, expanded mobility/connectivity and the opportunity for meaningful community engagement. The advancement of racial equity will be included in the context of the planning process wherever possible.

In response to careful data collection and analysis of families on our site based waiting lists, the Housing Authority has established a waiting list outreach plan that targets diverse communities throughout the Portland Metro Region. Components of the plan include recognizing the broader language needs in our community, and identifying additional advertising outlets that reach underserved, minority populations when housing opportunities become available. HACC has already realized a greater proportion of housing applicants coming from diverse racial and ethnic backgrounds, and will continue to build on this in its efforts to reach underserved populations. HACC serves many households that are considered "high barrier," and will continue to offer support to those families who have the most difficulty securing housing in the private market. An appeals process and extensive staff engagement are some of the mechanisms HACC has in place for assisting these families.

METRO CONTRACT 935484 - EXHIBIT A

5. Describe how this project will help to facilitate development while advancing established regional planning and development goals and outcomes. Consider how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and the Six Desired Outcomes stated in the Regional Framework Plan. *(Limit your response to the top half of page 4.)*

The Clackamas Heights Master Plan will lead to redevelopment of an underutilized site and provide increased density, expanded housing options for a range of income levels, and enhanced amenities. The project advances Metro's 2040 Growth Concept by exemplifying the Urban Design component of Neighborhoods. Under this component, Metro defines redevelopment occurring to better utilize vacant or under-used buildings to achieve a mix of uses and housing types.

The project also aligns with Title 1: Housing Capacity under the Regional Functional Plan, by ensuring eventual production of housing that meets the "fair-share" requirements under the plan for each city or county to "maintain or increase its housing capacity".

The Clackamas Heights Master Plan achieves each of the Six Desired Outcomes from the Regional Framework Plan in the following ways:

- 1)** The Clackamas Heights Master Plan will lay the foundation for community revitalization that will provide a range of affordable housing options in an Oregon City location with improving access to transportation and other amenities.
- 2)** Stable, affordable housing is key to economic success and educational achievement. The site is located within close access to good schools, jobs, and transit to reach other areas of opportunity in the Metro region.
- 3)** The Clackamas Heights community is a high priority redevelopment project for HACC due to the underutilization of prime residential land in an area close to major transit corridors and where transportation options are in need of expansion. TriMet currently offers limited bus runs up and down Holcomb Boulevard, with very limited service on the weekends. As part of the Master Planning process, HACC hopes to bring TriMet into the conversation and to achieve expanded service for residents of Clackamas Heights and the surrounding neighborhoods.
- 4)** The Clackamas Heights Master Plan will explore the potential of increased density of housing on the site, and lead to enhanced land utilization. Elements of sustainability in the site and building design will be emphasized as a component of the Master Plan.
- 5)** The master plan will include an analysis of sustainability features for the site including expansion of the community garden, renewable energy sources, bioswales and other ecological design components.
- 6)** The City of Oregon City faces a demand for affordable housing options that is not currently met by supply. The Clackamas Heights Master Plan will look at enhanced utilization of a valuable public asset to preserve and increase housing options that allow for equitable delivery of a scarce resource.

Aligns with local goals/maximizes community assets

6. How will the project create opportunities to accommodate your jurisdiction's expected population and employment growth? *(Limit your response to the bottom half of page 4.)*

The Metro 2040 Household Distributed Forecast for population growth in the City of Oregon City is anticipated to increase by 28% from current numbers. Clackamas County overall, of which the majority of households on HACC's housing waiting list originate from, is shown to increase by 32%.

As the demand for affordable housing is a sub-section of the population that is income-dependent, the Housing Authority relies on current waiting list data to determine levels of need for housing within the county. The current waiting list includes over 4,200 household applicants hoping to secure a unit within Clackamas County. The public housing inventory owned by HACC currently only includes 545 units.

Completion of a Master Plan for Clackamas Heights is the first step in expanding housing opportunities for a growing population seeking access to affordable housing within Clackamas County. The Housing Authority has a commitment of producing 2000 new affordable units by 2027. The Clackamas Heights redevelopment will be a key project for realizing the construction of a portion of these new units.

METRO CONTRACT 935484 - EXHIBIT A

7. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction or other project partners? *(Limit your response to top half of page 5.)*

Clackamas County currently faces a serious shortage of affordable housing. According to a recent report by the Oregon Housing Alliance, there is a need for 6,440 affordable housing units to meet the needs of low income renters in the county. Renter households in the county are highly rent burdened, with 1 out of 4 of all renters paying more than 50% of their income on rent, and 3 out of 4 renters with extremely low incomes paying more than 50% of their income in rent.

Clackamas County is taking a strategic approach at responding to this housing crisis. In recent months, housing as a jurisdictional priority has risen to the top of the Board of Clackamas County Commissioner's agenda. Together with the Health Housing and Human Services Department (H3S), of which HACC is a member agency, there have been several Board study sessions and Housing Development Goals memorialized as official objectives and draft policies by the Board.

The Housing Authority of Clackamas County's Development Objectives were approved by the Board of County Commissioners on March 1st, 2016 and includes a commitment to a 4 to 1 replacement of any Public Housing unit sold or demolished, and an increase in the number of units available to households at or below 30% of Area Median Income. The Performance Clackamas Business Plan includes a goal of 2,000 affordable housing units will be developed within Clackamas County by 2022. Of that number, the Housing Authority goal will be to provide 1,000 units affordable to households earning 60% of the area median income or less.

8. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? *(Limit your response to bottom half of page 5.)*

Clackamas Heights sits on 17 acres near the confluence of the Willamette and Clackamas Rivers and within the Park Place neighborhood in Oregon City. The site is one mile from the End of the Oregon Trail Interpretive Center and Historic Site, downtown Oregon City and access to Interstate 205 – a main arterial connecting the East and West sides of the Portland Metro Area. The Willamette Falls Legacy Project in Oregon City is a valuable cultural and historical development that will also provide nearby opportunity for recreation, education and potential employment. McLoughlin Boulevard, a major transit hub and employment center, is 1.5 miles from the site, and provides easy access to Oregon City, Gladstone, Milwaukie and Southeast Portland.

The Housing Authority is in the process of testing the financial feasibility in acquiring an additional 3.4 acres adjacent to Clackamas Heights. If HACC proceeds with this acquisition, the parcels will be brought into the master planning process, which could provide additional amenities for the community. The parcel is zoned as a Mixed Use Corridor, which allows for a broader range of housing typologies and opportunity for economic development at the site.

METRO CONTRACT 935484 - EXHIBIT A

Team roles and capacity

9. Complete the table to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. *(Add or adjust rows as needed but please limit table to page 6.)*

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Housing Authority of Clackamas County – Angel Sully, Lead Project Manager; Mary-Rain O’Meara, Project Manager	Project Managers will coordinate and ensure all deliverables for the Master Plan. Will issue RFPs for project consultants, coordinate project team meetings, oversee involvement by other Housing Authority staff including Resident Services and Property Management. Will lead community engagement process and serve as liaisons for the project to the public.
City of Oregon City, Community Development Department; Laura Terway, Director of Community Development; Development Project Manager; Development Services Project Engineer; Public Works Staff	<ul style="list-style-type: none"> • Ensuring that development goals align with affordable housing production and economic development benchmarks for the City; • Serving as a liaison to the broader community of stakeholders; • Participating (Planning, Community Dev, and Engineering) in the Technical Advisory committee for the project; and • Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components.
Clackamas County Public Health; Dawn Emerick, Director; Staff coordinator, TBD	Coordinate a Health Impact Assessment (HIA) in conjunction with the Master Planning Process. Oversee HIA consultant during the planning and assessment stage, and ensure completion of summary findings.
Consultant Teams: 1) Housing Development and Finance 2) Architecture and Engineering 3) Health Impact Assessment 4) Sustainability/Energy Efficiency Assessment	Consultant teams will be procured to implement the scope of work as identified in question #2.

METRO CONTRACT 935484 - EXHIBIT A

10. Describe the skills, experience and availability of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. (Limit your response to top half of page 7.)

The Housing Development Team at the Housing Authority is comprised of two Housing Development Coordinators, Angel Sully and Mary-Rain O'Meara. Ms. Sully will serve as the lead staff person managing all aspects of the Master Plan and ensuring achievement of project deliverables. Ms. O'Meara and/or a soon to be hired member of the HACC Development Team will assist with project coordination including procurement, community engagement, and consultant team communications.

Ms. Sully has both private and public sector housing development experience and is skilled at accomplishing multiple project deadlines and working with a variety of contractor teams. Ms. Sully graduated with a B.S. in Community Development from Portland State University in 2010.

In her previous tenure at the Housing Authority of Clackamas County, Ms. O'Meara served as the community engagement lead and project coordinator for the Master Plan of the Clackamas Heights Community from 2009-2010. She is currently serving as project lead on the Hillside Park Master Plan for Housing Opportunity in the redevelopment of a 16 acre public housing community in Milwaukie. Ms. O'Meara graduated from the Masters of Urban and Regional Planning (MURP) program at Portland State University in 2009. She received certification as a Construction and Rehabilitation Project Manager from Neighborworks America in 2015.

The Development team at HACC is overseen by the Executive Director of Housing and Community Development for Clackamas County, who brings decades of experience in development, project and property management, and policy work related to Affordable Housing.

The HACC Development Team is currently in expansion, with employment opportunities for a Development Manager and an Administrative Analyst slated to come online within the next 2-3 months. These new positions will grow the team's capacity to undertake multiple development projects at one time.

Likelihood of implementation

11. What governing bodies or private parties will have to act to ultimately implement the project, and what is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project in order to realize the envisioned development benefits in your community. (Limit your response to bottom half of page 7.)

The main government agency stakeholder in the project is the Housing Authority itself, which holds site control and ownership of the Clackamas Heights property. The Housing Authority will be the lead in securing funding for development implementation after the completion of the Master Plan. Funding will be a combination of Federal, State and Local sources to combine a mixed-finance package for development.

The City of Oregon City will be the entity responsible for approval of any land use decisions. City staff from Oregon City's departments of Community Development and Planning and Public Works will be involved in the Master Plan process to offer guidance on a concurrent land use strategy as the preferred design concept is developed.

The Housing Authority Board of Commissioners is responsible for the approval of official direction of the Housing Authority including decisions regarding the future of Housing Authority owned property. For the Clackamas Heights Master Plan, the board will have an opportunity to weigh in on the process and the proposed plan, and the Housing Authority will request a Board Resolution to accept the Master Plan and its recommended development objectives.

The U.S. Department of Housing and Urban Development (HUD) will be the approval body for any decisions that lead to the alteration, demolition or new construction of housing on the property.

METRO CONTRACT 935484 - EXHIBIT A

12. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. *(Limit your response to top half of page 8.)*

Funding for Redevelopment Securing successful funding awards to implement the redevelopment as defined in the Master Plan will be the biggest challenge and opportunity for the project. The Housing Authority is working with HUD to identify new financing models that will grant the agency greater flexibility to redevelop public housing. One of these models is known as RAD, or the Rental Demonstration Project. RAD allows Housing Authorities to convert Public Housing units to Project Based Section 8 and still serve very low income households. The Housing Authority has been awarded RAD status for its Hillside property in Milwaukie, and has been invited to submit an application for Clackamas Heights to pursue conversion under RAD. A successful award from HUD and other fund sources (Low Income Housing Tax Credits, HOME, and CDBG) will be contingent on the feasibility for overall site redevelopment, which will be determined in the Master Plan.

Community Engagement Engaging the community and city in an effective process around the Master Plan is another key area of challenge and opportunity. Ensuring stakeholder input and involvement will be crucial in building the social and political motivation for eventual zoning change approvals at the City level.

Adjacent Site Acquisition The potential acquisition of the nearby Holcomb Boulevard parcels and their redevelopment feasibility presents another possible opportunity and challenge. If acquisition of the Holcomb parcels proves feasible, the two sites can complement one another and will present an opportunity for large-scale neighborhood revitalization, including economic development activities. A challenge will arise if HACC is unable to acquire the Holcomb parcels, and the plan is limited to strictly residential (rather than mixed use) zoning. The Housing Authority will engage with the current owner of the Holcomb parcels and the City of Oregon City to ensure involvement throughout the Master Planning process.

Public involvement

13. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? Discuss how the public (including neighbors, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income and minority populations) will be involved in the project. Be specific about the practices or methods you intend to use. *(Limit your response to bottom half of page 8.)*

Residents of the Clackamas Heights community will be most affected by the implementation of the project's development outcomes. Clackamas Heights residents represent several historically marginalized communities including low-income, minority, and senior households, and people with disabilities. To that extent, current housing residents will be the first priority stakeholder group to be involved in the process. Development implementation is likely to involve temporary relocation for the residents and the Housing Authority will seek to address those concerns early on. A relocation contractor will be brought into the process as necessary to provide further information regarding potential relocation benefits and tenant rights under the Uniform Relocation Act.

The Master Plan will kick off with a community meeting for residents of Clackamas Heights to learn about the process and opportunities for engagement. Their engagement is crucial to the success of the project and their local knowledge and experience will be a key consideration for design and development options.

Resident engagement is a key aspect of the Master Planning process and several deliverables are contingent upon successful and meaningful input from current Clackamas Heights residents. In order to arrive at the Preferred Design Concept, the project team will seek information from residents regarding preferences for housing type and design features, amenities that promote healthy living, and site planning options that will improve and enhance community connectivity. Project Managers will include Resident Services staff in the early outreach efforts to utilize their internal knowledge of the resident population and methods of communication that will be the most effective.

METRO CONTRACT 935484 - EXHIBIT A

14. Identify any committees that will be engaged in the project. Describe how the committee members will be selected, the extent of their involvement and their scope of authority for making decisions regarding project goals, process, or implementation. *(Limit your response to top half of page 9.)*

The main practices and methods for public involvement in the project will be through a Technical Advisory Committee (TAC) comprised of housing professionals, designers, consultants and local public officials. In addition, a Public Advisory Committee (PAC) will be convened and will consist of residents, neighbors, businesses, and organizational stakeholders and will include resident and community meetings; resident-led site walks; and design charrettes. Additional methods of engagement may include focus groups, surveys, interviews and several smaller working groups focused on specific aspects of the project.

Recruitment for the Technical Advisory Committee (TAC) will begin as soon as an award announcement is made from Metro to the Housing Authority. Several members of the committee have already been identified, and additional outreach will be made for resident and neighborhood participation. The TAC will meet within 1 month of the project start, and will have a key role as representatives at the community meetings throughout the planning process.

Neighbors to the project including the Park Place Neighborhood Association will be engaged early on will be invited to serve on the PAC. Additional opportunities for engagement will include participation in the design workshops, site walks and community meetings.

The Housing Authority will seek housing resident representation on the Public Advisory Committee, and tailor aspects of the public participation strategy to specifically engage and empower residents to take an active role in the process.

15. Describe how the public process and both the committee and/or community input will be used to strengthen the project outcomes and increase likelihood of implementation. *(Limit your response to bottom half of page 9.)*

Several project outcomes for the Clackamas Heights Master Plan rely specifically on public input for their development and subsequent implementation of plan. In order to generate a preferred community design concept, the Architectural team will be utilizing input from resident and neighborhood stakeholders regarding their preferences for redevelopment. The Development and Financial consultants will use this preferred design concept to complete feasibility testing for finance and construction implementation.

The Health Impact Assessment (HIA) will also influence the preferred concept design and is dependent upon robust and consistent community engagement. In order to develop sound recommendations for health-focused design elements, the HIA team will ask current residents what changes or improvements to their physical environment could positively impact their health. HACC will capitalize on the opportunity to build off of the HIA being conducted as part of the Hillside Park Master Plan, and incorporate lessons learned while moving through the Clackamas Heights planning process.

In terms of project funding opportunities, the strength of the community engagement in the Master Plan process will add significant value and give the project an added competitive edge. Applications issued by HUD have strict requirements for resident engagement around planning efforts. The Master Planning process for Clackamas Heights will exceed these requirements, and will demonstrate a comprehensive and engaged approach to housing redevelopment planning.

METRO CONTRACT 935484 - EXHIBIT A

Jurisdiction track record

16. Describe any similar planning and development projects (CET/CPDG or other) that have been implemented in your jurisdiction in the last 5 years and how that experience will be applied to this project. How successful have these projects been in delivering the proposed outcomes? *(Limit your response to top half of page 10.)*

The Housing Authority has not implemented any CET/CPDG awards, but has recent experience with large-scale development and rehabilitation projects requiring significant planning, consultant oversight, and budget management.

Rosewood Terrace The Housing Authority of Clackamas County (HACC) is co-developer for a 212 unit affordable housing property to be built in Happy Valley. Project management duties involve coordination of a complex financing package, consultant oversight, and ensuring pre-development tasks (Environmental Review, Board Approvals, etc.) are completed on time. To date, the project has been successful in meeting its milestones and anticipated deliverables towards development of new affordable housing units.

Hillside Park Master Plan HACC was the recipient of a 2017 Metro 2040 Planning and Development grant for the Master Plan of Hillside Park, a 16 acre affordable housing community in Milwaukie, OR. The Master Plan for Hillside will involve an extensive community engagement and design process to set the vision for the future of the site. HACC Housing Development staff are leading the effort through coordination of consultant teams to ensure successful completion of project milestones. The plan is slated for completion in June of 2019, with subsequent funding applications for redevelopment to follow.

Hillside Manor Rehabilitation Planning is underway for the rehabilitation of this 9 story, 100 unit Hillside Manor public housing tower in Milwaukie, OR. HACC has applied for Low Income Housing Tax Credit financing to convert the tower using HUD's Rental Assistance Demonstration (RAD) program. The scope of work includes extensive interior renovations and limited exterior improvements. The work will require coordination of temporary relocation for residents and extensive communications to keep the project moving forward on time and on budget. This project will increase the life of the building for a minimum of 30 years, and significantly improve the livability for the residents

17. What project management lessons learned or best practices will be applied to this project? *(Limit your response to bottom half of page 10.)*

Clarity of Team Roles and Responsibilities From the beginning of the process clarity around team roles and responsibilities must be defined. This should be aligned with the overall project timeline and schedule of deliverables, and provide each party a strong sense of the expectations for their contribution to the project. A project team charter is an effective way of establishing these shared guidelines. A charter will be developed after procurement of all project team members is complete and each member will take an active role in its formation and agreement.

Project Timeline and Deliverables

A detailed project timeline will be developed in concert with the team charter, and will lay out the overall project milestones and anticipated deliverables by each project team member.

Regular and Consistent Communication

Methods of communication will be established through a communications plan developed early in the process. The plan will identify the various project stakeholders and the methods of communication that will be utilized during each month and around each major milestone of the project. A variety of communication tools will be used including email, project website, public presentations, flyers, and resident newsletters. Stakeholders will know who to contact with questions and what to expect for communications from the team early on in the process.

METRO CONTRACT 935484 - EXHIBIT A

18. If implementation of any prior CET/CPDG grant projects has not been successfully completed, please describe why. If your organization has never received a CET or CPDG grant, please state “not applicable.” *(Limit your response to top half of page 11.)*

The county has received past CET and CPDG grants, and they have been successfully completed.

Replicable best practices

19. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. *(Limit your response to bottom half of page 11.)*

The Clackamas Heights Master Plan will present the opportunity to apply lessons learned and best practices to future housing developments throughout Clackamas County. The Strategic Clackamas Business Plan housing production goal, coupled with HACC’s development objectives presents a target number of 2,000 new units to be produced by 2027 by the Housing Authority. In addition, a forthcoming County wide Housing Needs Assessment will provide data regarding areas of Clackamas County where new housing development should be targeted to best meet the needs of County residents.

As a potential HUD Rental Assistance Demonstration (RAD) project, the Clackamas Heights project will serve as a model for other Housing Authorities in the Portland Metro region as well as nationally for conversion and redevelopment of a physically obsolescent public housing community. HUD produces RAD “Case Studies” to help inform affordable housing providers as to the benefits of the RAD program. After successful redevelopment of the site, HACC will seek to be published as part of the HUD/RAD case studies library. In addition, staff involved in the process will serve as a resource to other Housing Authority staff seeking to undertake similar efforts with their own public housing portfolios.

Another aspect of the Clackamas Heights Master Plan which offers opportunity for replicability is the Health Impact Assessment to be conducted by Clackamas County’s Public Health department. Clackamas County recognizes that substantial improvements in the health of our residents will only occur by ensuring that health considerations are factored into projects, programs, plans, and policies in non-health-related sectors, such as transportation, housing, agriculture, and education. The intent of the Housing Authority and Clackamas County Public Health in this planning partnership is to incorporate potential health impacts, health equity, and social justice into future housing development strategies.

The team has proposed to use an HIA because it is a tool that decision makers can use to improve health equity through community design before those decisions are made. HIAs are flexible and use scientific data, professional expertise, and a stakeholder input process to determine the health consequences of programs and policies, and develop strategies to maximize the benefits, or reduce the harms, of proposed plans.

The sole purpose of selecting an HIA is its applicability to a broad array of policies, programs, plans, and projects in the future. The c will generate an HIA to be replicated and utilized as the Housing Authority takes on development at other sites beyond the Clackamas Heights Redevelopment.

The findings from the Clackamas Heights Redevelopment project will not only serve as a model for Clackamas County developments, but can be shared throughout the Portland Metro region and beyond as an example of best practices for health-focused community design.

METRO CONTRACT 935484 - EXHIBIT A

Grant leverage and project budget

Budget templates

Use the two Excel spreadsheet templates provided to outline the estimated project costs and committed matching funds for the project. Indicate estimated costs for hours of work directly related to your project for applicant personnel, consultants, and personnel of any key project partners. Also indicate other direct project expenses and overhead/indirect project costs. You may leave blank any rows that do not apply, and add more specific line item descriptors as needed.

Budget narrative

For each category of personnel costs, explain the tasks each is expected to complete (i.e. design development, construction estimates, public involvement, technical research, code analysis). Use actual salaries for staff. Use market averages or bid estimates for consultant services. Clearly describe methodologies used for estimating all other costs.

(If necessary, applicants may use up to three pages for the budget narrative, for a total of 14 pages overall. Depending on the complexity of the project and level of staffing, most applicants will likely be able to provide the requested information regarding the budget methodology in just a page or two.)

Budget Area #1 In-Kind Staff Time, Housing Authority of Clackamas County - \$33,000

The Housing Authority is contributing up to 500 hours of staff time for the Development Coordinator (lead) and the Development Coordinator (assisting) who will provide oversight and coordination of all project deliverables. The hourly rate (including benefits) for these staff members is \$66/hour. Total contribution is estimated to be at a value of \$33,000 for the Master Plan project. Specific duties of each staff member from HACC include:

Development Coordinator (lead) –

- Coordinate IGA execution between HACC and Metro
- Complete detailed scope of work for each contractor team and initiate procurement process
- Contract negotiations for project consultant teams
- Finalize contracts and procurement process with Board of County Commissioners
- Initiate first team meeting and establish project timeline with consultant teams
- Identify consultant team meeting schedule
- Complete communications plan for Master Process
- Initiate and complete recruitment of Technical Advisory Committee (TAC)
- Initiate and complete recruitment of Public Advisory Committee (PAC)
- Facilitate monthly TAC and PAC meetings
- Lead public engagement strategy and process with residents, neighbors and community
- Provide project updates to HACC Resident Advisory Board, Metro, Clackamas County Housing Advisory Board and Board of County Commissioners

Development Coordinator –

- Assist with preparation and issuance of all Request for Proposals for consultant teams
- Coordinate review and evaluation process for all RFP procurement
- Develop outreach materials such as resident letters, website, newsletter and flyer content for distribution
- Assist with community meeting logistics
- Assist with consultant team oversight including communications, meeting logistics, review of documents and findings, invoicing and contract management

METRO CONTRACT 935484 - EXHIBIT A

Budget Area #2 In-Kind Staff Time, City of Oregon City - \$22,321

The City of Oregon City is committing time by five of its staff members, including the Community Development Director, Development Project Manager, a Development Services Project Engineer and two Public Works staff. Hours for the Community Development Director total 40 at a rate of \$90.63 /hour, or \$3625 total. The Development Project Manager will provide 40 hours of in-kind staff time at a rate of \$72.42/hour, or \$2897 total. The Development Services Project Engineer will provide 4 hours of staff time at \$51.39/hour, or \$205.56 total. The two Public Works staff will provide a total of 16 hours of time and equipment at \$48.29/hour for a total of \$773 and \$14,820 in equipment and inspection services.

City of Oregon City Staff will be involved in the following project deliverables:

- Ensuring that development goals align with equitable and affordable housing goals for the City. (Representing these benchmarks at Master Plan meetings, project goal development and review, review of preferred concept plan to ensure alignment.)
- Serving as a liaison to the broader community of stakeholders. (Representing the project at City of Oregon City Council and other community meetings, providing information to the citizens of Oregon City and neighborhood associations.)
- Participating (Planning, Community Development and Public Works) in the Technical Advisory Committee for the project. (Provide guidance on land use, connecting other City staff members with the project as necessary serve as technical experts during the planning process.)
- Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components. (Provide zoning, code, development and transportation analysis and recommendations.)

Budget Area #3 In-Kind Staff, Clackamas County Public Health - \$7750

Clackamas County Public Health has committed up to 117 hours of in-kind staff time at a rate of \$66/hour toward the Master Planning process. The key duties for the Public Health staff member will be the procurement and oversight of the Health Impact Assessment consultant. A staff member of Clackamas County Public Health will also participate in the Technical Advisory Committee for the project.

Budget Area #4 Consultant Fee Match, Housing Authority of Clackamas County - \$25,000

The Housing Authority is committing up to \$25,000 in cash match toward consultant fees for the Clackamas Heights Master Plan. This is anticipated to be used for the Health Impact Assessment (HIA) consultant who will work with Clackamas County Public Health and the Housing Authority to complete the health outcomes portion of the plan. The amount of \$25,000 was provided by the Director of Clackamas County Public Health, who has been involved with multiple HIA processes and has an understanding of accurate consultant costs.

The scope of work for the HIA Consultant will include:

- Screening (identifying plan, project, or policy decisions for which an HIA would be useful)
- Scoping (planning the HIA and identifying what health risks and benefits to consider)
- Assessment (identifying affected populations and quantifying health impacts of the decision)
- Recommendations (suggesting practical actions to promote positive health effects and minimize negative health effects)
- Reporting (presenting results to decision makers, affected communities, and other stakeholders)
- Monitoring and evaluation (determining the HIA's impact on the decision and health status)

Budget Area #5 Consultant Fees for Project Teams: Development and Finance, Architecture and Engineering and Sustainability/Energy Efficiency Assessment - \$220,000

This is the budget area for the project which comprises the request to Metro for funding resources totaling \$220,000. These numbers were generated through a combination of bids and reference to past project costs.

METRO CONTRACT 935484 - EXHIBIT A

Development and Financial Feasibility Analysis and Plan- \$26,425

- Needs Assessment- The needs assessment will be completed in conjunction with the development of the preferred site and design plan carried out by the Architectural team. This will be an iterative process involving input and preferences from the Housing Authority, project partners, residents, and the other consultant teams. The assessment will consider and weigh options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development.
- Project Financial Analysis – In this phase of the analysis initial costs for development of the preferred design concept will be created. Likely sources of funding will be identified and a phasing schedule recommended.
- Development Sources and Uses – The final phase of the analysis will produce a detailed and viable development sources and uses for the project that is tested against funding constraints and opportunities.

Task 1: Needs Assessment

Staff	Hours	Rate	Total
		\$	\$
Project Manager	75	105	7,875
		\$	\$
Finance Director	19	131	2,489
		\$	\$
Executive Director	9	149	1,341
		\$	\$
TOTAL	101		11,705

Task 2: Project Financial Analysis

Staff	Hours	Rate	Total
		\$	\$
Project Manager	38	105	3,990
		\$	\$
Finance Director	10	131	1,310
		\$	\$
Executive Director	9	149	1,341
		\$	\$
TOTAL	55		6,641

Task 3 : Development Sources and Uses

Staff	Hours	Rate	Total
		\$	\$
Project Manager	18	105	1,890
		\$	\$
Finance Director	37	131	4,847
		\$	\$
Executive Director	9	149	1,341
		\$	\$
TOTAL	64		8,078

	\$
TOTAL Cost Development Feasibility:	26,425

METRO CONTRACT 935484 - EXHIBIT A

Architecture and Engineering: Preferred Site Plan and Design Concept

- Site Survey and Assessments Determination of site boundaries and features, assessment of conditions including residential buildings and infrastructure. Preliminary zoning and land use analysis. Recommendations for alignment with City of Milwaukie’s Comprehensive Plan update.
- Program Investigation and Preliminary Project Goals Launch community engagement and Technical Advisory committee to explore program goals and development options.
- Design Workshop Conduct 1-3 workshops with residents and the community to refine design and development priorities.
- Develop Preferred Concept Plan Combine information and input from tasks 1-3 to develop preferred concept plan for the site. Final identification and recommendation of zoning change and land use process.

Architecture and Engineering

	Total Cost
Task 1: Site Survey+ Assessments	\$45,075
Task 2: Program Investigation and Preliminary Project Goals	\$23,200
Task 3: Design Workshop	\$53,800
Task 4: Develop Preferred Concept Plan	\$61,500
TOTAL Cost Architecture and Engineering	\$183,575

Sustainability/Energy Efficiency Analysis

A Sustainability/Energy Efficiency Analysis will be conducted to determine the annual savings, cash incentives, and overall sustainability solutions generated through implementation (construction) of the Master Plan preferred concept.

Sustainability/Energy Efficiency Consulting

Sustainability/Energy Efficiency Analysis	\$10,000.00
---	--------------------

METRO CONTRACT 935484 - EXHIBIT A

METRO CONTRACT 935484 - EXHIBIT A

METRO CONTRACT 935484 - EXHIBIT A



Powered by ZoomGrants™

Metro
Planning and Development
2040 Planning and Development Grants (Cycle 6 - 2018)

Housing Authority of Clackamas County Clackamas Heights Master Plan

Provide a high-level summary describing the project, anticipated work to be completed, and desired outcomes.

The desired outcome of the Clackamas Heights Master Plan is the redevelopment of a physically distressed and underutilized public housing community. Built in 1942, Clackamas Heights was the first public housing property in Oregon. The 100 housing units on the site were constructed without foundations and were originally built as temporary housing for the local workforce. Located in the historic Park Place neighborhood in Oregon City, the site occupies approximately 17 acres and is highly underutilized given the shortage of affordable housing in the area.

To achieve the development outcome of revitalization, the Master Planning process will provide an open, goal oriented community engagement process that will include current residents, the surrounding Park Place neighborhood and members of the broader public. This will include discussion around potential partnerships with business owners and civic groups in the area. Two advisory committees will be formed as part of the Master Planning process, one Technical and one Public, in order to ensure that all stakeholders have an opportunity to participate and be heard in regard to the shaping of their future neighborhood.

Anticipated long term outcomes include increasing the number of affordable housing units available on the site, promotion of resident health, expanded access to nutritious food options, the creation of a safe, quality environment for walking and biking and to facilitate affordable, accessible public transit options. Further outcomes will be determined by an extensive community engagement and planning process.

What is the location and/or geographic reach of the project? Provide a brief description.

Clackamas Heights is located on the north side of Oregon City, in the Park Place neighborhood, which falls within Census Tract 223. The site consists of 17 acres bounded by Gain Street to the North, Front Avenue to the East, Apperson Blvd to the West and Holcomb Blvd to South. The Park Place neighborhood is characterized by extreme income disparities and low levels of income and investment that qualify it as severely distressed. The neighborhood has two areas known as "lower" and "upper" Park Place, with Clackamas Heights and the area of disinvestment falling in the lower region. Upper Park Place has experienced growth and development in the recent past, whereas lower Park Place, the area immediately surrounding Clackamas Heights, has experienced disinvestment and continued decline. The stark contrasts between the two sections of the neighborhood further justify the need for revitalization that will unify Clackamas Heights and lower Park Place in general, with the rest of the neighborhood.

Provide demographic information including ethnicity, age, and income of the neighborhood or community that will benefit from the project. Include the data source, and describe how the project geography relates to the data provided.

The Clackamas Heights neighborhood is home to 223 residents in 100 housing units. Resident demographics are as follows:

Children under 18 – 39%
Disabled – 31%
Elderly – 15%
Female HOH – 74%

Race:
White – 80%
Black – 15%
Asian – 3%
Native American – 2%

Ethnicity (HOH):
Hispanic - 4.5%

Non-Hispanic - 95.5%

METRO CONTRACT 935484 - EXHIBIT A

Clackamas Heights has a high number of residents who live below the poverty line, with 75% of households making less than \$20,000 annually. Making a significant investment in this neighborhood will provide current and future residents opportunity to live in a more equitable community with a mix of incomes, race, ethnicity, ages, tenure and abilities.

This data was collected from the Housing Authority client management system, HAB, a software system specific to the public housing industry.

METRO CONTRACT 935484 - EXHIBIT A



Powered by ZoomGrants™

Metro
 Planning and Development
 2040 Planning and Development Grants (Cycle 6 - 2018)

Housing Authority of Clackamas County
 Clackamas Heights Master Plan

Prior CPDG/Equitable Housing/2040 Planning and Development Grant Awards

	Project title/purpose	Grant amount (mm/yyyy)	Date initiated (mm/yyyy)	Date completed (mm/yyyy)	Still underway?
1.	2013: Grant Cycle 3 - Strategically Significant Employment Lands	\$221,000	2013	06/2014	<input type="checkbox"/> Yes
2.	2013: Grant Cycle 3 - Performance Measures and Mixed Use Area	\$160,000	04/2014	12/2016	<input type="checkbox"/> Yes
3.	2015: Grant Cycle 4 - Stafford Area Preliminary Infrastructure Feasibility Assessment	\$	2015	IGA yet to be developed	<input checked="" type="checkbox"/> Yes
4.	2017: Grant Cycle 5 - 2040 Planning and Development Grant	\$214,000	06/2017		<input checked="" type="checkbox"/> Yes
5.		\$			<input type="checkbox"/> Yes
6.		\$			<input type="checkbox"/> Yes
7.		\$			<input type="checkbox"/> Yes
8.		\$			<input type="checkbox"/> Yes
9.		\$			<input type="checkbox"/> Yes
Total		\$595,000			

METRO CONTRACT 935484 - EXHIBIT A

Project budget summary				
PERSONNEL COSTS	Financial match	In kind match	2040 Grant funds	TOTAL
Consultants	\$ 25,000		\$ 220,000	\$ 245,000
Applicant staff		\$ 33,000		\$ 33,000
Partner staff (City of Oregon City)		\$ 22,321		\$ 22,321
Partner Staff (Clackmas County Public Health)		\$ 7,750		\$ 7,750
Other, add rows as needed				
Total for planning services				\$ 308,071
OTHER PROJECT COSTS				
Direct costs, please list in narrative				
Overhead/indirect costs (Print materials, mailings, food, etc.)				1,000
Total for other costs				
TOTAL PROJECT COSTS				\$ 309,071

METRO CONTRACT 935484 - EXHIBIT A

Breakdown of applicant and partner(s) matching contributions					
Complete this table only if lead applicant has other key partners contributing matching resources.					
Applicant jurisdiction or partner organization	In kind contributions: personnel costs	Financial Contributions personnel costs	In kind contributions: other costs	Financial Contributions other costs	TOTAL
Housing Authority of Clackamas County	\$33,000		\$25,000		\$58,000
City of Oregon City	\$22,321				\$22,321
Clackamas County Public Health	\$7,750				\$7,750
Print Materials, Food, Mailings, Etc.			\$1,000		\$1,000
TOTAL MATCH COMMITTED					\$89,071



BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

April 12, 2018

Review Committee
2040 Planning and Development Grants
Metro Regional Government
600 NE Grand Ave
Portland, OR 97232

RE: Letter of Support for Clackamas County Proposal: Clackamas Heights Master Plan

Dear Metro 2040 Grants Review Committee,

On behalf of the Clackamas County Board of Commissioners, I am writing in support of the proposal from our jurisdiction, the Clackamas Heights Master Plan, a proposal by the Housing Authority of Clackamas County (HACC).

The Housing Authority of Clackamas County (HACC) in partnership with the City of Oregon City, seeks to submit a proposal to complete a Master Plan for the Clackamas Heights Public Housing community in Oregon City. This proposal represents an important planning effort that, when completed, will help to leverage additional resources for affordable housing development within Clackamas County. The Board of Commissioners of the Housing Authority of Clackamas County fully supports this proposal.

This project represents significant community partnerships, opportunities for engagement in planning efforts, and the strong likelihood of development implementation. Given the merits of the proposal, the Board of Commissioners of the Housing Authority of Clackamas County is pleased to offer its full support for the Clackamas Heights Master Plan application.

Sincerely

A handwritten signature in blue ink, appearing to read "Jim Bernard", written over the word "Sincerely".

Jim Bernard, Chair
Board of Commissioners
of the Housing Authority of Clackamas County

METRO CONTRACT 935484 - EXHIBIT A



Chuck Robbins, Executive Director
Housing Authority of
Clackamas County



Metro Regional Center
600 NE Grand Ave
Portland, OR 97232-2736

April 18, 2018

Re: Letter of Commitment for the Clackamas Heights Master Plan Proposal. Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

On behalf of the Housing Authority of Clackamas County, I am pleased to submit this letter of commitment reflecting our in-kind and financial match contributions for the Clackamas Heights Master Plan proposal.

The Housing Authority will provide in-kind staff match of at least 500 hours for project management of the Master Plan process. HACC development team members will oversee project consultants, manage the project budget, coordinate public engagement efforts, and ensure achievement of project deliverables.

In addition, the Housing Authority will provide up to \$25,000 in financial cash match to pay for the consultant fees associated with the Master Plan. This is anticipated to be used towards the Health Impact Assessment (HIA) consultant.

We are excited about the potential to complete the Master Plan for redevelopment at the Clackamas Heights community. If executed, the plan will serve as a guide for comprehensive redevelopment of an affordable housing site with an emphasis on equitable and health-focused outcomes.

Sincerely,

Chuck Robbins
Executive Director
Housing Authority of Clackamas County

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676
TDD 503-655-8639 www.clackamas.us/housingauthority



March 6, 2018

Metro Regional Center
600 NE Grand Ave
Portland, OR 97232-2736

Grant Review Committee,

The City of Oregon City is pleased to partner with the Housing Authority of Clackamas County on the proposal to complete a Master Plan for the Clackamas Heights Public Housing community. The completion of a Master Plan for this site will provide a comprehensive vision for redevelopment of a valuable community asset that provides stable, affordable housing to over 200 low-income citizens of Oregon City. In-kind staff support in the amount of \$22,321, or 100 hours is being pledged towards the Clackamas Heights Master Plan.

- The Community Development Director and the Development Project Manager will assist throughout the planning process by each providing 40 hours of staff expertise and involvement, for a value of \$6,522, in the following areas:
 - Providing insight into the development requirements and process;
 - Ensuring that development goals align with the Goals of the City;
 - Serving as liaisons to the broader community of stakeholders;
 - Assisting with the analysis of plan features that impact surrounding sites
- A Development Services Project Engineer will provide 4 hours of staff time, for a value of \$205.56, to identify needs and expectations for water main upgrades.
- Two Public Works staff members will provide a total of 16 hours of time and equipment performing high pressure cleaning and video inspection services for a value of \$15,593.44.

The Master Plan for the Clackamas Heights community will serve as a transformational roadmap for equitable redevelopment for the Housing Authority of Clackamas and the City of Oregon City to achieve shared affordable housing goals. We applaud Metro's consideration of investment in a plan that will preserve and create housing opportunities for a mix of incomes, incorporate mixed-use components, and improve site amenities and accessibility for current and future Oregon City residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'LT'.

Laura Terway, AICP
Community Development Director
City of Oregon City

Metro Regional Center
600 NE Grand Ave
Portland, OR 97232-2736

March 28, 2018

Re: Letter of Commitment for the Clackamas Heights Proposal –
Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

Clackamas County Public Health is pleased to partner with the Housing Authority of Clackamas County on its proposal to complete a Master Plan for the Clackamas Heights community. Clackamas Heights will be the second Master Plan the Housing Authority and Public Health have jointly developed. The development of the first Master Plan, Hillside Park, was also funded by substantial contributions from the Metro 2040 Planning Grants Committee.

The mission of Clackamas County Public Health is to ensure the conditions that make our residents healthy. We do this by providing environmental health inspections and licenses; assessing and developing policy; and providing access to care, infectious disease control, and education services to residents and businesses so they can prevent, respond, and take action to ensure healthy, clean, and safe places.

The inclusion of residents in the policy and planning decisions that directly affect them is a fundamental component of the community's health. Under our partnership with the Housing Authority, we will conduct a Health Impact Assessment (HIA), which is a systematic community engagement and environmental assessment process. The primary purpose of the Clackamas Heights HIA is to incorporate the perspectives and needs of the Clackamas Heights residents in the planning process and identify the factors that improve health outcomes, promote wellness, and achieve equity.

For the HIA portion of the Master Plan at Clackamas Heights, Public Health is committing 100 (\$75/hr. = \$7,500) in-kind staff hours to conduct a comprehensive HIA (total hours to complete = 300). Public Health will also commit ongoing technical support while the Master Plan is under development.

We commend the Housing Authority for using housing as a platform to improve the health of our communities and look forward to continuing our partnership.

Thank you for your consideration of this proposal.

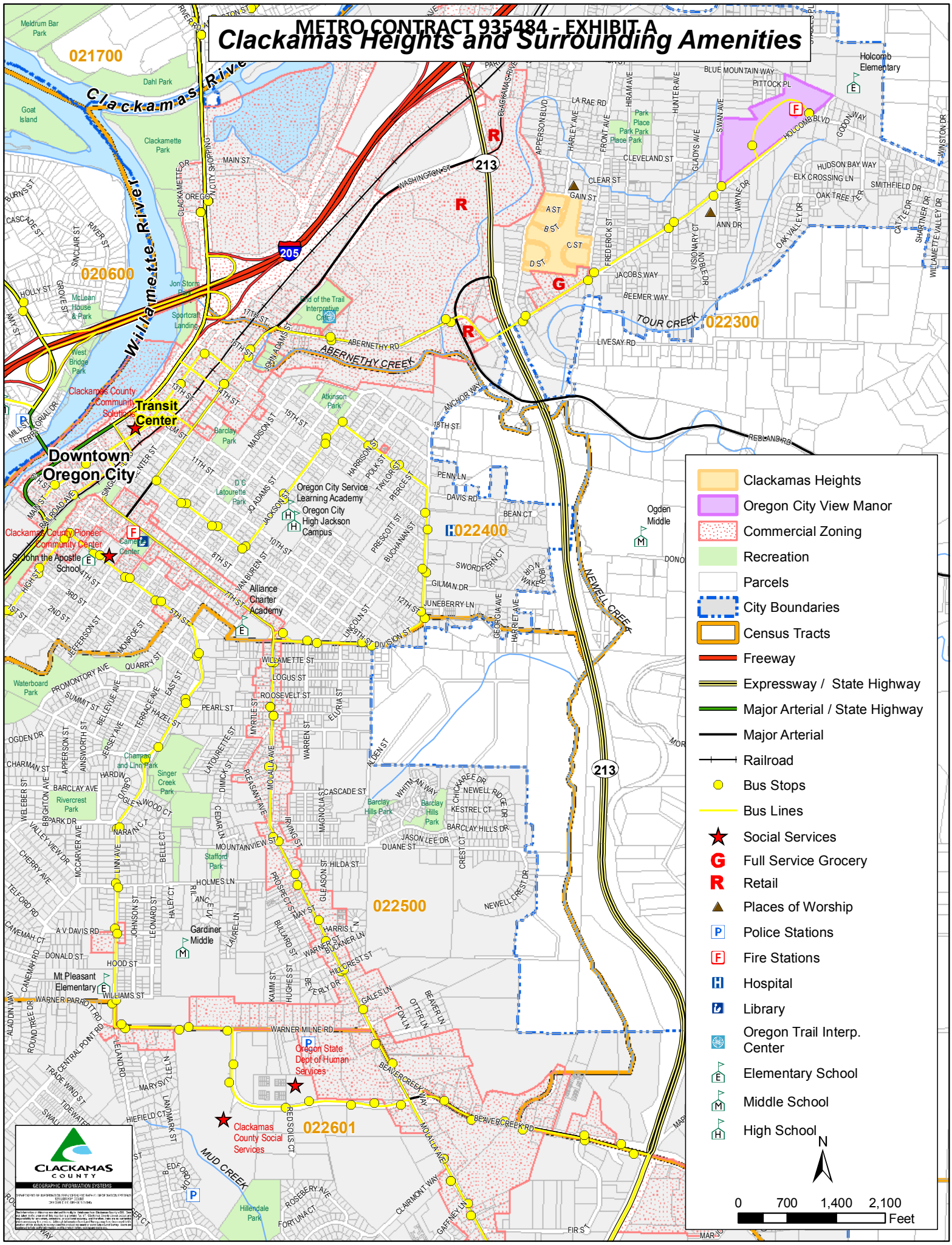
Sincerely,



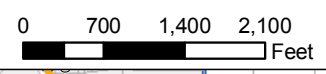
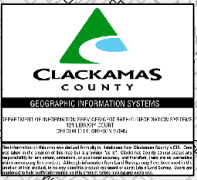
Dawn Emerick, EdD
Director, Clackamas County Public Health

Healthy Families. Strong Communities.

METRO CONTRACT 935484 - EXHIBIT A Clackamas Heights and Surrounding Amenities



- Clackamas Heights
- Oregon City View Manor
- Commercial Zoning
- Recreation
- Parcels
- City Boundaries
- Census Tracts
- Freeway
- Expressway / State Highway
- Major Arterial / State Highway
- Major Arterial
- Railroad
- Bus Stops
- Bus Lines
- ★ Social Services
- G Full Service Grocery
- R Retail
- ▲ Places of Worship
- Police Stations
- Fire Stations
- Hospital
- Library
- Oregon Trail Interp. Center
- Elementary School
- Middle School
- High School




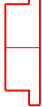
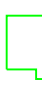
METRO CONTRACT 935487 - EXHIBIT A

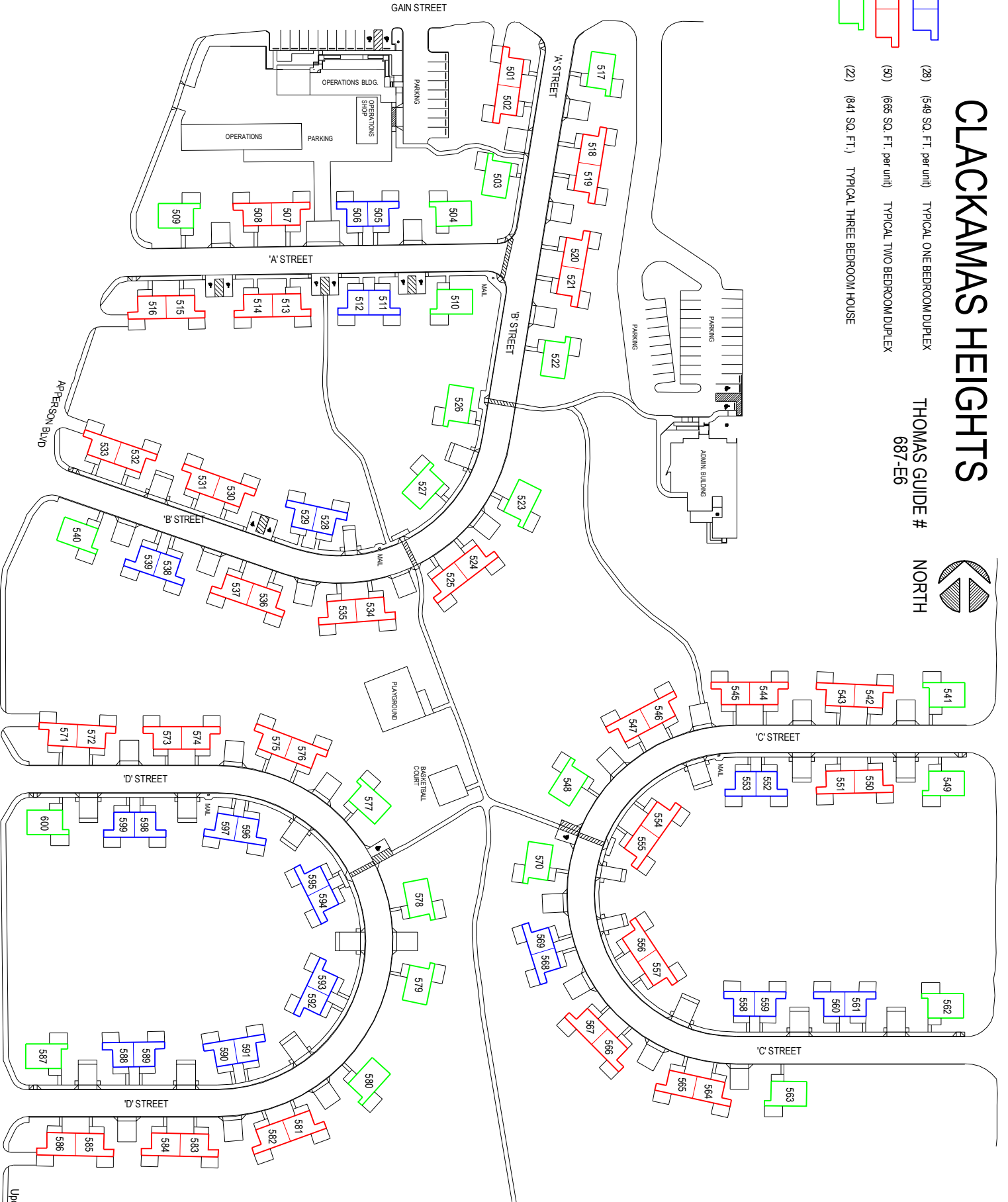
CLACKAMAS HEIGHTS



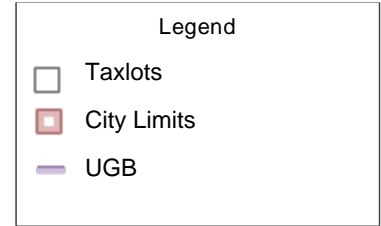
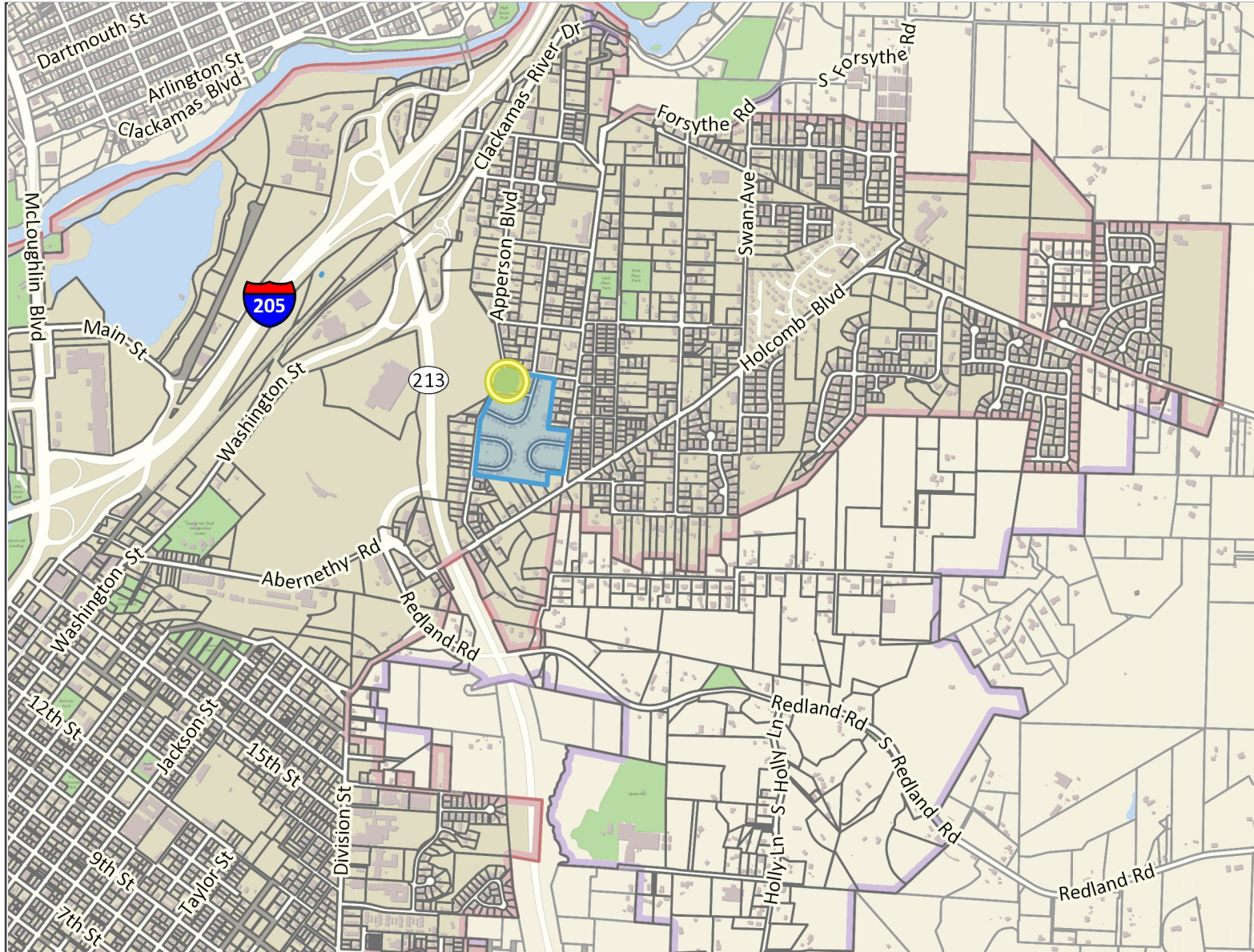
THOMAS GUIDE # 687-E6

NORTH

-  (28) (549 SQ. FT. per unit) TYPICAL ONE BEDROOM DUPLEX
-  (50) (665 SQ. FT. per unit) TYPICAL TWO BEDROOM DUPLEX
-  (22) (841 SQ. FT.) TYPICAL THREE BEDROOM HOUSE



METRO CONTRACT 935484 - EXHIBIT A Clackamas Heights Neighborhood



0 1,600 3,200 Feet

1: 19,200



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Map created 4/19/2018

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.ocity.org

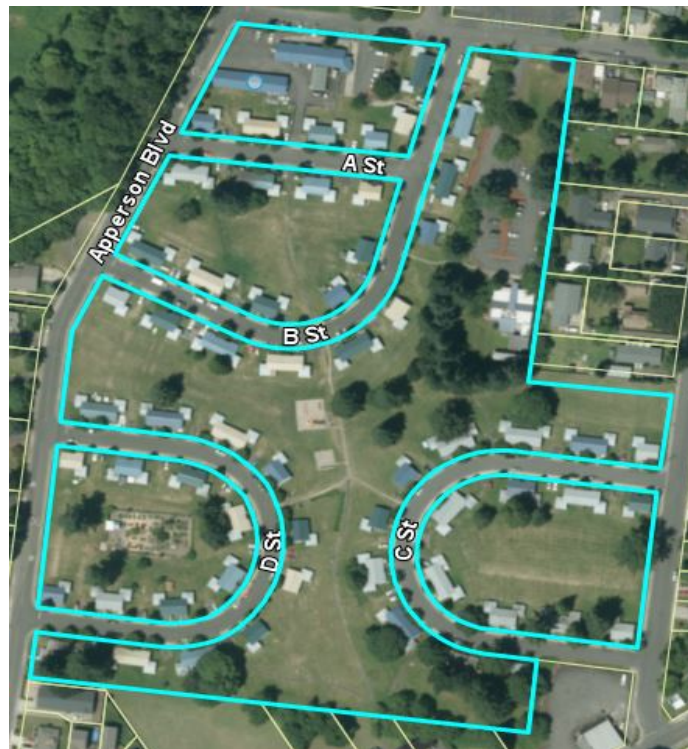


METRO CONTRACT 935484 - EXHIBIT A



**HOUSING AUTHORITY OF CLACKAMAS COUNTY
OREGON CITY, OREGON**

REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
CLACKAMAS HEIGHTS MASTER PLAN
A, B, C, and D Streets, OREGON CITY, OR 97045



ISSUE DATE: JANUARY 17TH, 2019

DUE DATE: Monday, March 4th by 5 PM
LATE PROPOSALS WILL NOT BE ACCEPTED

Healthy Families. Strong Communities.

METRO CONTRACT 935484 - EXHIBIT B

REQUEST FOR PROPOSALS

FOR MASTER PLANNING SERVICES FOR THE CLACKAMAS HEIGHTS MASTER PLAN

The Housing Authority of Clackamas County (HACC) requests proposals from professional consultants to provide site design, zoning recommendations, public outreach and economic analysis services for the Clackamas Heights Master Plan.

Issue Date: January 17th, 2019
Closing Date: **Monday, March 4th by 5 PM**

Proposals are to be delivered by email **ONLY** to the RFQ Contact. Late submittals will not be considered.

Optional Site Visit: February 7th, 2019 at 1:00 pm
Meeting place: 19300 S Gain Street; Oregon City, OR 97045

Submit Proposals to: Housing Authority of Clackamas County
Attention: Angel Sully

By email: asully@clackamas.us

RFQ Contact: *For all questions, contact:*
Angel Sully
Housing Development Coordinator
Housing Authority of Clackamas County
Telephone: 503-650-3165
Email: asully@clackamas.us

RFQ Schedule

Milestone	Date
RFQ for Architectural services issued	January 17 th , 2019
Optional Site Visit	February 7 th , 2019 at 1pm
Deadline for Questions	February 11th, 2019 by 5 pm
Issue Final Addendum (if necessary)	February 13 th , 2019 by 5 pm
Proposals Due to HACC	March 4th, by 5 pm
Review and Select Design Team	By March 18 th , 2019
Conduct Interviews (if necessary)	Week of March 11 th , 2019
Award Announcement	Week of March 25 th , 2019
Contract Negotiations	March 25 th -April 18 th
County Board of Commissioners Meeting- Approval of Contract	May 2019
Start Work	June 2019

I. INTRODUCTION

A. Purpose

The Housing Authority of Clackamas County (HACC) requests proposals from qualified and experienced professionals that can perform the Scope of Work as described below.

As a result of this solicitation, HACC intends to award a single contract to the most qualified team (“Design Team”) providing master planning services that will include architectural site design, zoning recommendations, public outreach efforts, economic analysis and related services for the Clackamas Heights Master Plan in Oregon City, Oregon.

B. Housing Authority of Clackamas County

HACC is a division of the Clackamas County Department of Health, Housing and Human Services and is governed by a Board of Commissioners made up of the Clackamas County Board of Commissioners plus one Housing Authority Resident Commissioner. With an annual operating budget of approximately \$18 million, HACC maintains (545) public housing units, (1,651) Housing Choice Vouchers, and (357) units of affordable and special needs housing.

C. Project Description

HACC is seeking a Design Team to lead the Master Plan efforts to redevelop a 16.5-acre campus into a mixed-use, mixed-income community. The resulting Master Plan shall identify the steps necessary to transform the existing underutilized site into a vibrant community that provides stable, affordable housing options within the Oregon City community. The Housing Authority is contemplating acquisition of an adjacent site that would add approximately 3.4 acres of commercial mixed used land to the master planned site.

The goal of the Clackamas Heights Master Plan is to design a roadmap for a mixed-use, mixed-income community that will be implemented in phases. The plan will be a comprehensive assessment of the economic opportunities, community needs and integrated design goals. The success of the Master Plan design effort will hinge on a comprehensive and diverse public engagement process, designed to solicit feedback from current residents, the surrounding neighborhood, local business, city officials and other stakeholders. It is HACC’s goal to develop a Master Plan that will ultimately result in a comprehensive, phased development with supportive, mixed-income housing and economically vital small businesses that will be a model for sustainable development.

A ‘Health Impact Analysis’ (HIA) will be running concurrently alongside the Design Team’s Master Plan efforts. The HIA Team will be under a separate contract and managed by the Clackamas County Public Health Department. It is expected that a coordinated public outreach effort will be developed by the Design Team and HIA Team together to gather data and solicit feedback that will support both efforts. It is a goal of the HIA to inform and strengthen the Master Plan efforts. It is expected that the Design Team will coordinate with the City of Oregon City to determine what is allowable under the current zoning and/or impacts to the project if a new zoning designation is determined an appropriate outcome. The Design Team will also work to develop a strategy for the property which will include enhanced transit and pedestrian access, opportunities for economic development and potential locations for public green space.

METRO CONTRACT 935484 - EXHIBIT B

The need for affordable housing in Clackamas County is great. HACC currently has a wait-list of 4,228 households, but only owns 900 housing units. Current residents at the Clackamas Heights community represent historically disenfranchised communities, including households that are low-income, represent a minority and include seniors or individuals with disabilities. The intention for this project is to lay the foundation for community revitalization, increased housing density, improved site amenities, and to incorporate meaningful input from public housing residents and other stakeholders.

HACC intends to create a Master Plan that will provide the Clackamas Heights community with a variety of redevelopment opportunities. The envisioned Plan will provide a range of housing options in a neighborhood that has good access to services, jobs and transportation opportunities.

D. Property Description

Clackamas Heights is a 16.5-acre campus close to central Oregon City. The property is bounded by the Park Place neighborhood, with Front Avenue to the east, Gain Street to the north, Apperson Boulevard to the west and Holcomb Boulevard to the southeast.

The existing campus is the oldest public housing community in Oregon, and is composed of 100 single-level, duplex homes (built in the early 1940's as temporary housing), a community building, play area and the offices of the Housing Authority of Clackamas County. Clackamas Heights presents incredible opportunity for increased housing density in a property situated near the intersection of two major highways (I-205 and 99E), the McLoughlin transportation and employment corridor, and downtown Oregon City.

It is the intention of this planning effort to consider the property to the southeast of Clackamas Heights, referred to as the Holcomb property, for its redevelopment opportunities. Even though the property is not currently owned by HACC, the Holcomb property, located at 13907-13957 S. Holcomb Boulevard, and adjacent site improvements will be recognized within and coordinated into the resulting Clackamas Heights Master Plan. Implementation of this element of the master plan will ultimately be contingent upon approvals by the Board of County Commissioners as well as funding availability.

E. Financing

The Master Plan effort has been funded through a 2040 Planning and Development grant administered by Metro.

HACC intends to use the resulting Master Plan to leverage federal, state and local funding, which might include Low Income Housing Tax Credits (LIHTC), New Market Tax Credits (NMTC), and other opportunities.

HACC is currently on the US Department of Housing and Urban Development (HUD) waiting list to submit an application under a program called the Rental Assistance Demonstration (RAD). RAD enables housing authorities to convert public housing properties into mixed finance affordable housing developments.

F. Project Stakeholders

In addition to the Design Team proposed in this RFQ, the Project Stakeholders will be an important part of the Development Team. It is expected that various Project Stakeholders will be brought into the design efforts as appropriate through focus groups, a monthly Planning Committee meeting and regular Stakeholder and Development Team meetings. Project Stakeholders include:

METRO CONTRACT 935484 - EXHIBIT B

- HACC staff– leading the overall Master Plan effort as the Project Owner and Site Operator
- Current residents of the Clackamas Heights neighborhood
- Clackamas County Public Health Department – managing the HIA efforts
- City of Oregon City’s Community Development Department
- Neighbors in the surrounding Park Place neighborhood
- Metro – providing project oversight and advice
- Financial Consultant – providing consultation on financial feasibility

II. SCOPE OF SERVICES

A. Overview

The most qualified Design Team will be selected to provide master planning efforts, which will include architectural site design, zoning recommendations, public outreach efforts, economic analysis and related services for the Clackamas Heights Master Plan based on the specific scope of services outlined in *Section II Part D – Work Scope*. The Design Team needs to exhibit strong qualifications, experience and expertise, either through in- house staff or sub-consultants, to provide the professional services required to meet the project’s scope of work and schedule.

B. Design Team

The successful Design Team, either through in-house or sub-consultants, shall provide HACC with professional services in the following areas (additional expertise to satisfy requested scope of services based on Design Team’s input is welcome):

- Site and Master Planning
- Architecture
- Civil Design
- Landscape Design
- Cost Estimator
- Land Use
- Economic Consultant
- Traffic Consultant
- Public Engagement
- Sustainability

C. Anticipated Project Schedule

It is expected that schedule milestones will be refined with the selected Design Team. Below is a general understanding of how the project might unfold:

- | | |
|--------------------------------------|-------------------|
| • Project Start-Up | June, 2019 |
| • Outreach Plan Finalized | August, 2019 |
| • Zoning Analysis Completed | August, 2019 |
| • Needs Assessment Completed | October, 2019 |
| • Design Workshop | October, 2019 |
| • Preferred Design Concept Draft | December, 2019 |
| • Revised Design Concept | April, 2020 |
| • Community Master Plan Presentation | May, 2020 |
| • <i>Project Completion</i> | <i>June, 2020</i> |

D. Work Scope

METRO CONTRACT 935484 - EXHIBIT B

HACC is looking for professional services from qualified architectural and related services consultants to prepare a Clackamas Heights Master Plan. When performing work under the Contract, the selected Consultant(s) must meet the highest standards prevalent in the industry most closely related to the services described below. Typical services include, but are not limited to:

1. Public Engagement

Public engagement for the Master Plan process will consist of resident and community focus groups, design workshops, coordination with planning and stakeholder committees, as well as regular Development Team meetings. Additional outreach and engagement strategies may be utilized including online or in person surveys and interviews with key stakeholders. Success for these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input and the integration of community preferences into the final Master Plan design.

- Assist HACC with the design and outreach for the public engagement efforts.
- Conduct public outreach efforts to identify the community's needs and solicit specific pieces of feedback. Obtain input from Project Stakeholders as well as the public-at-large to identify program goals and development opportunities.
- Reach out to existing residents and potential future user groups to identify preferences for housing, type, design features, meaningful sustainability efforts, amenities that promote healthy living and site planning options that enhance community connectivity.
- Evaluate feedback, test feasibility and incorporate input as appropriate into design.

2. Design Concept

The proposed Master Plan should be a reflection of community needs that improves sustainability and livability on the existing Clackamas Heights site. The public input process will inform the resulting Master Plan whose design should be inspirational as well as viable.

- Conduct zoning analysis and make recommendations, including the possibility of a density transfer should HACC acquire the adjacent 3.4 acre parcel.
- Conduct site evaluation studies of existing property, including infrastructure, building and site amenity assessments. Review nearby existing uses and opportunities. Coordinate with the Development Team to ensure that Owner's site consultants provide appropriate information that will be useful in design efforts.
- Consider and evaluate options for building uses, unit sizes and counts, building types, site amenities, infrastructure upgrades and phases of development. Make recommendations based on current needs and anticipated future trends.
- Develop and evaluate sustainability goals for the property. Explore feasibility of expanding existing community gardens, developing renewable energy sources, installing creative storm water elements, incorporating creative transportation opportunities as well as other sustainability efforts as a part of the Master Plan design. Evaluate OHCS certification options for sustainable communities and make recommendation on most appropriate strategy.
- Develop a project goal statement and development program based on community engagement efforts, coordination with City of Oregon City's planning staff and health impact recommendations.
- Prepare concept design options illustrating project goals and development program. Identify potential opportunities and constraints for each option for public review.
- Coordinate and conduct community design workshops to refine design and development priorities.

METRO CONTRACT 935484 - EXHIBIT B

- Refine preferred concept design into a site plan with targeted development goals. Identify necessary zone changes and infrastructure improvements necessary to successfully implement Master Plan.
- Prepare a Traffic Impact Study to inform the City of Oregon City’s future planning efforts.
- Throughout the process, refine and update the Master Plan based on input received from the HIA process and feedback from HACC’s financial consultant.
- Develop a phasing plan, highlighting infrastructure, site amenities and building improvements.

3. Economic Impact Analysis

An iterative process, the Economic Impact Analysis will be provide the demographic and market data to inform the Master Plan and financial feasibility assessment. The Economic Impact consultant will work closely with the Financial Feasibility consultant who will be contracted separately from this RFP by HACC.

- Conduct a market analysis and an economic impact analysis identifying job creation, tax impacts and overall economic stimulus generated through implementation of the Master Plan design.

III. SUBMISSION REQUIREMENTS

A. Minimum Requirements

To be qualified to respond, firms must possess at least five (5) years of recent and relevant experience.

Respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non- Procurement Programs” or the Department of Housing and Urban Development’s “Limited Denial of Participation” list.

In addition, respondents must have current and active registration in the State of Oregon Business Registry. Firms must be licensed (if required by law) based on professional discipline.

B. General

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below.

Once submitted, no additions, deletions, or substitutions may be made to written proposals.

C. Format Requirements

Submittals will only be received by the RFQ Contact via email. Please consider this format when assembling the submittal:

- a. An 8.5” X 11” format, either vertical or horizontal; and
- b. A font size no smaller than 10 points.

D. Submission Requirements

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed. **Limit your proposal to the equivalent of (30) single-sided pages.** Page limit does not include cover letter and/or required attachments.

METRO CONTRACT 935484 - EXHIBIT B

1. Cover Letter

Limit letter to a maximum of two (2) pages. Introduce your firm and describe your general philosophy and relevant experience for the contemplated work. The letter must be signed by and include contact information for a person with ownership interest in the company.

2. Lead Firm and Consultant Team Description

- a. Discuss the Lead Firm's history, size and organizational structure. Include names of all persons with ownership interest in the company and their titles/roles. Describe the in-house services Lead Firm will provide for project.
- b. Provide resumes of key personnel for the Lead Firm. Include title and relevant project experience. Identify the Project Manager for the Architectural Team.
- c. Describe the Consultant Team members by discipline including role on the Design Team and experience with the Lead Firm. Identify staff who will be working on this project and their relevant project experience.

3. Relevant Project Experience

Describe the Lead Firm's recent and relevant project experience on a minimum of three projects that describe the Lead Firm's experience with the following aspects:

- a. Describe previous projects that are similar in scope to the project described. Projects should illustrate your firm's experience on community master planning efforts, especially those that include affordable housing projects.
- b. Identify Consultant Team members who participated in each project.
- c. Provide project examples describing Consultant Team member's relevant experience to complete their assigned role.

4. Project Understanding

Describe the Lead Firm's understanding of the project and its unique needs. Please identify your firm's (or as appropriate, the Consultant Firm's) approach towards the following project components and describe any projects that may involve the following scope:

- a. Public Involvement
- b. Community Master Plan design efforts
- c. Designing communities that include mixed-income and affordable housing
- d. Economic Needs Assessment
- e. Sustainable Building and Community Design
- f. Projects that have been funded by HUD and/or OHCS

5. Diversity in Employment and Contracting

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

METRO CONTRACT 935484 - EXHIBIT B

HACC encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2. If you are proposing an alternative approach to equity contracting in the scope of the project, please complete Section 3.

Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm's certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section 5 above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.
- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

Section 2: *To be completed by proposers utilizing subcontractors for this project*

- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
 - Firm's name
 - Is the subcontractor a COBID Certified Business? If yes, indicate the state of certification, all certification types and subcontractor's certification number.
 - Method of choosing identified subcontractor
 - Specific scope of work tasks
 - Percentage of project dollars

Section 3: *To be completed by proposers with an alternative approach to Equity Contracting*

- **Description of alternative approach to equity contracting:** Please describe the approach your firm will take to ensure that the Diversity and Equity in employment and contracting goals are achieved within the scope of the project.

6. References

Provide (3) references, previous and/or current. References shall include the following information:

- a. Name, title, mailing address and current phone number and email address of contact.
- b. Description of services provided and date the project was completed.

7. Required Forms

The following forms must be fully completed and signed by the appropriate person and included in the qualifications package:

- a. Lobbying Certificate
- b. Debarment Certificate
- b. Form HUD 5369-B: Instructions to Offerors Non-Construction

METRO CONTRACT 935484 - EXHIBIT B

- c. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- d. Form HUD 5370-C: General Conditions for Non-Construction Contracts

IV. EVALUATION

A. Method of Award

HACC is utilizing a Qualifications-Based selection process to select the most qualified Design Team. HACC will appoint a Review Committee who will evaluate the written responses to the RFQ and shall apply the evaluation criteria and scoring set forth below. The Committee will rank the submittals from highest to lowest. If there are two or three firms with a similar ranking, HACC reserves the right to conduct interviews with the selected Design Teams. The week of May 7th has been set aside as potential days to interview Design Teams. HACC will notify the appropriate teams regarding selection and/or interviews as quickly as possible.

Once a selection has been made, HACC will then open negotiations with the top-ranked firm with the intention of reaching an agreement on a fair and reasonable price for the provision of services outlined in Specific Scope of Services. If an agreement cannot be reached, HACC will terminate negotiations with the top-ranked firm and open negotiations with the next ranked firm. HACC will proceed with this process until an agreement at a fair and reasonable price can be reached with a qualified Design Team.

HACC anticipates executing a contract for the Master Plan as outlined in *Section II Part D – Work Scope*.

B. Site Visit

While the site visit is not mandatory, it is highly recommended that firms intending to submit a proposal to this RFQ attend the meeting as scheduled.

C. Evaluation Criteria

Submission Requirement	Points
Cover Letter	5
Firm Strength & Experience of Team Assigned	25
Relevant Project Experience	25
Project Understanding	20
MBE/WBE/DBE Firm and Commitment to Racial Equity	15
Clarity and Conciseness of Proposal	10
Total	100

D. Questions and Comments

Any respondent requiring clarification of the information must submit specific questions or comments to the RFQ contact via email. **The deadline for submitting such questions is 5:00 February 11th.** If in HACC's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum that will be posted to the HACC website:

<http://www.clackamas.us/housingauthority/bids.html>

Such addenda shall have the same binding effect as though contained in the main body of the Request for Qualifications. Oral instructions given to prospective respondents by HACC employees or its agents

METRO CONTRACT 935484 - EXHIBIT B

shall not bind HACC. All Addenda shall be issued by HACC not less than three (3) calendar days prior to the qualifications deadline.

V. CLARIFICATIONS AND ADDENDA

A. Award of Contract; Clarification or Rejection of Proposals

HACC will evaluate proposals and will rate proposals using the scoring methodology described in Section IV of this document.

HACC reserves the right to seek clarification of the written Proposals from respondents.

HACC reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Housing Authority.

HACC reserves the right to reject the proposal of any proposer including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. HACC also reserves the right to reject the proposal of any proposer listed in the current issue of “List of Parties Excluded from Federal Procurement and Non-procurement Programs” U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

Professional services contracts will not have terms exceeding five years without HUD Approval.

B. Right to Protest

Any actual proposer who is adversely affected or aggrieved by HACC’s award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days after notice of intent to award has been issued to submit to the Executive Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. A protest must meet the requirements of ORS 279B.410. HACC will not entertain protests submitted after the time period established in this rule.

C. Insurance Requirements

Prior to executing a contract, the consultant team shall provide the following documents:

1. Proof of \$1,000,000 per occurrence (\$2,000,000 general aggregate) general liability insurance,
2. Proof of \$1,000,000 automobile liability insurance,
3. Proof of \$1,000,000 combined single limit per occurrence (\$2,000,000 general annual aggregate) professional errors and omissions liability insurance,
4. Proof of \$1,000,000 employers liability insurance,
5. Proof of Worker’s Compensation insurance, and

All required insurance other than Professional Liability, Worker’s Compensation, and Personal Automobile Liability shall include the “Housing Authority of Clackamas County, its agents, officers, and employees” as an additional insured.

METRO CONTRACT 935484 - EXHIBIT B

D. Cancellation

HACC reserves the right to cancel or reject any or all Proposals, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACC's best interest. In no event shall HACC have any liability for cancellation of award.

E. Cost of Preparation

Costs incurred by respondents in preparation of a response to this RFQ shall be borne by the respondents.

F. References

HACC reserves the right to investigate references including other than those listed in the response to this RFQ. Investigation may include past performance of any consultant team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACC, supportive references must be furnished.

G. Confidentiality

Proposals are public records. All information submitted by respondents shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which respondent requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the respondent requests exception from disclosure.

Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the HACC as a result of this RFQ.

VI. EXHIBITS

- A. Lobbying Certificate
- B. Debarment Certificate
- C. Form HUD 5369-B: Instructions to Offerors Non-Construction
- D. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- E. Form HUD 5370-C: General Conditions for Non-Construction Contracts
- F. Model Professional Services Contract
- G. Clackamas Heights Park site plan
- H. Map of property location
- I. Metro Grant Application Narrative

- END -

METRO CONTRACT 935484 - EXHIBIT C

Clackamas Heights Master Plan

Project Milestones, Deliverables, and Disbursement of Grant Funds

Project milestone and specified grant deliverables		Date due*	Matching contributions	Grant payment
1	Execution of grant IGA a) Preparation of project documents and negotiations b) Signed IGA document	Jan. 31, 2019	Project staff: \$ 2,500	
2	Project consultants and contract scoping a) Determine RFP reviewers who will select consultants b) Select consultant team c) Finalize consultant scope and contract d) Establish revised milestones, deliverables, and performance measures	April 30, 2019	Project staff: \$ 2,500	
3-7+	Project milestones to be determined		Project staff: \$ 27,000 Partner staff: \$ 30,071 Consultants: \$ 25,000 Other: \$ 1,000	Consultants: \$ 209,000
8	Commission hearings and action		Project staff: \$ 1,000	Consultants: \$ 11,000
GRANT PROJECT COMPLETION <ul style="list-style-type: none"> • All grant project deliverables submitted by grantee and approved by Metro • All required fiscal documentation submitted or retained on file as appropriate • Final reporting on grant performance measures submitted and approved by Metro 			Total Grantee Match	Total Grant Funding
			Project staff: \$ 33,000 Partner staff: \$ 30,071 Consultants: \$ 25,000 Other in-kind: \$ 1,000 TOTAL: \$ 89,071	Consultants: \$ 220,000 TOTAL: \$ 220,000

NOTE: Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this agreement.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

January 17, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 275, Amendments to the
Floodplain Management District Provisions of the ZDO

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
 Assistants

Purpose/Outcomes	Amend the Zoning and Development Ordinance
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	Board of County Commissioners held a public hearing on January 9, 2019.
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Jennifer Hughes, 503-742-4518
Contract No.	Nonr

BACKGROUND:

ZDO-275 proposes legislative text amendments to Section 703 of the Clackamas County Zoning and Development Ordinance (ZDO) to adopt new floodplain maps for the Sandy River Basin, produced by the Federal Emergency Management Agency (FEMA), and to amend the standards that apply to new development in the 1-percent annual chance floodplain (i.e., the 100-year floodplain) countywide. As a result of the new maps, some properties that are in the floodplain will move out of the floodplain, some properties that are not in the floodplain will move into the floodplain, and many properties that are currently in the floodplain will stay in the floodplain. The new floodplain maps will also result in some changes to the elevation of the 100-year flood and the configuration of the regulatory floodway.

The substantive amendments proposed to ZDO Section 703 are either required or recommended by FEMA and the Oregon Department of Land Conservation and Development (DLCD). With the exception of the addition of new standards for siting critical facilities in the floodplain, adoption of the substantive amendments is necessary to ensure continuation of the County's participation in FEMA's National Flood Insurance Program (NFIP). The NFIP makes federally backed flood insurance available for existing development and new construction and is required for nearly all mortgages that apply to property located in the floodplain.

In addition, DLCD has recommended the addition of provisions that limit the siting of critical facilities in the floodplain. County land use planning staff have been actively coordinating with DLCD and FEMA on the proposed text changes to ensure clarity, compliance with NFIP requirements and successful code implementation. Although the new mapping applies only in the Sandy River Basin, the remainder of the proposed amendments would apply to all of the more than 6,000 properties in the County's 100-year floodplain.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

ORDINANCE NO. ZDO-275

**An Ordinance Amending Section 703 of the
Clackamas County Zoning and Development Ordinance**

WHEREAS, the Federal Emergency Management Agency (FEMA) has prepared a new Flood Insurance Study (FIS), and accompanying Flood Insurance Rate Maps (FIRMs), for the Sandy River Basin; and

WHEREAS, FEMA and the Oregon Department of Land Conservation and Development (DLCD) have directed that amendments be made to Section 703 of the Zoning and Development Ordinance (ZDO), which establishes the County's floodplain development regulations that apply to new development in the 1-percent annual chance floodplain, known as the Special Flood Hazard Area (SFHA); and

WHEREAS, FEMA and DLCD have recommended that the county adopt provisions to limit the siting of critical facilities, such as hospitals and schools, in the SFHA, and such provisions are warranted to minimize the potential for critical facilities to be compromised during times of flooding; and

WHEREAS, County adoption of the new FIS and FIRMs and the required amendments to ZDO Section 703 is required to occur by January 18, 2019, the effective date of the new FIS and FIRMs, in order to avoid suspension from the National Flood Insurance Program (NFIP); and

WHEREAS, participation in the NFIP is essential to permit owners of property in the floodplain to obtain federal flood insurance, federally backed mortgages and federal disaster assistance; and

WHEREAS, after a duly-noticed public hearing on December 10, 2018, the Clackamas County Planning Commission recommended approval of amendments to the Zoning and Development Ordinance that would implement the requirements for NFIP compliance and adopt provisions to limit the siting of critical facilities in the SFHA; and

WHEREAS, after a duly-noticed public hearing on January 9, 2019, the Board of County Commissioners orally approved the Planning Commission's recommendation, as amended by staff to implement additional direction provided by FEMA and DLCD; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Section 703 of the Clackamas County Zoning and Development Ordinance is hereby amended, to include the adoption by reference of *The Flood Insurance Study for Clackamas County, Oregon & Incorporated Areas* dated January 18, 2019 with accompanying Flood Insurance Rate Maps, as shown in Exhibit A, hereto attached.

Section 2: This ordinance shall be effective on January 18, 2019.

ADOPTED this 17th day of JANUARY, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit A
Ordinance ZDO-275
Zoning and Development Ordinance Amendments

Proposed additions are underlined. Proposed deletions are ~~strikethrough~~.

703 FLOODPLAIN MANAGEMENT DISTRICT (FMD)

703.01 FINDINGS OF FACT

A Floodplain Management District (FMD) is needed for the following reasons:

- A. Flood Losses Resulting from Periodic Inundation: The special flood hazard areas of the County are subject to periodic inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the County's tax base, all of which adversely affect the public health, safety, and general welfare.

- B. General Causes of These Flood Losses: Flood losses are caused by:
 - 1. The cumulative effect of obstructions in special flood hazard areas ~~that cause~~ increase in flood heights and velocities and, when inadequately anchored, damage land uses in other areas; and
 - 2. The occupancy of special flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately floodproofed, inadequately elevated, or otherwise unprotected from flood damages.

703.02 PURPOSE

~~This Section 703 is adopted to promote the public health, safety, and general welfare, and to minimize flood losses with provisions designed to:~~

- A. Promote the public health, safety, and general welfare;
- B. Protect human life and health;
- C. Minimize public and private flood losses due to flooding in flood hazard areas;
- D. Minimize expenditure of public money for costly flood control projects;
- E. Minimize prolonged business interruptions;
- F. Help maintain a stable tax base by providing for the sound use and development of special flood hazard areas so as to minimize future flood blight areas;

- GA. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or that cause ~~increases~~increased in erosion, flood heights, or velocities;
- H. ~~Minimize damage to public facilities and utilities—such as water and gas mains; electric, telephone, and sewer lines; streets; and bridges—located in special flood hazard areas;~~
- IB. Require that uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction;
- J. ~~Notify those who occupy special flood hazard areas that they assume responsibility for their actions;~~
- K.C. Protect individuals, as much as possible, from buying lands that are not suitable for intended purposes because of flood hazard, by ensuring to the degree possible that potential buyers are notified that property is in a special flood hazard area; and
- LD. Minimize the need for rescue and relief efforts associated with flooding undertaken at the expense of the general public.

703.03 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by the FMD is considered reasonable for regulatory purposes and is based on engineering and scientific study. Larger floods may occur on rare occasions, ~~or the~~ Flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. ~~This~~ S~~section 703~~ does not imply that areas outside the FMD or land uses permitted within the FMD will be free from flooding or flood damages. ~~This~~ S~~section 703~~ shall not create liability on the part of the County, ~~or~~ any officer or employee thereof, ~~or the~~ Federal Insurance Administration, for any flood damages that result from reliance on the FMD or any administrative decision lawfully made hereunder.

703.04 ~~APPLICABILITY~~AREA OF APPLICATION

Section 703 applies to t~~The FMD,~~ which is applied to the special flood hazard areas (SFHAs) identified by the Federal Insurance Administration in a scientific and engineering report entitled, “The Flood Insurance Study for Clackamas County, Oregon & Incorporated Areas,” (FIS) dated ~~June 17, 2008,~~ January 18, 2019, with accompanying Flood Insurance Rate Maps (FIRMs).

- A. The FIS and FIRMs are hereby adopted by reference and declared to be a part of ~~this~~ S~~section 703~~ and are on file at the County Department of Transportation and Development.
- B. The Planning Director shall make interpretations where needed, as to the exact location of the boundaries of the SFHA (for example, where there appears to be a

conflict between a mapped boundary and actual field conditions, topography, and/or elevations). In areas where base flood elevation data have been provided, the Planning Director may require the applicant to submit an elevation certificate ~~to determine whether the proposed development is located in the SFHA.~~ To most precisely determine the base flood elevation of the subject area, the elevations provided by the FIS flood profiles in combination with the cross section lines on the FIRM shall supersede the base flood elevation lines and values identified on the FIRM.

703.05 DEFINITIONS

~~The following definitions apply to Section 703: Unless specifically defined below, words or phrases used in this section shall be interpreted to give them the same meaning as they have in common usage and to give this section its most reasonable application.~~

A. ~~Area of Shallow Flooding: A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

BA. ~~Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year. Also known as the "regulatory flood," or the "100-year flood," the base flood is the national standard used by the National Flood Insurance Program and all federal agencies for the purposes of requiring the purchase of flood insurance and regulating new development.~~

CB. Base Flood Elevation: The computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations are shown on Flood Insurance Rate Maps and on the flood profiles included in the Flood Insurance Study.

DC. Basement: Any area of ~~thea~~ building ~~havingthat has~~ its floor subgrade (below ground level) on all sides.

ED. Below-Grade Crawl Space: An enclosed area below the base flood elevation — which is in nearly all cases considered by the National Flood Insurance Program to also be a basement — that generally serves as the foundation for a structure and exhibits the following characteristics:

1. All sides of the crawl space are below the adjacent exterior grades outside the crawl space;
2. The interior grade inside the crawl space is not more than two feet below the lowest adjacent exterior grade; and

3. The height, measured from the interior grade of the crawl space to the top of the crawl space foundation, does not exceed four feet at any point.

- ~~FE.~~ Community Rating System: A program of the National Flood Insurance Program (NFIP) that recognizes jurisdictions for implementing floodplain management practices and standards that exceed NFIP minimum requirements. Membership in the program results in increased public safety and property protection, along with reductions in flood insurance premiums.
- ~~GF.~~ Conditional Letter of Map Revision (CLOMR): The Federal Emergency Management Agency's (FEMA's) comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. ~~The letter does not revise an effective National Flood Insurance Program map, but it indicates whether the project, if built as proposed, would be recognized by FEMA.~~
- ~~H.~~ Critical Facility: A facility for which even a slight chance of flooding might be too great. Critical facilities include schools, hospitals, nursing homes, orphanages, penal institutions, fire stations, police stations, communications centers, water and sewage pumping stations, other public or quasi-public buildings, emergency response installations, and installations that produce, use, or store hazardous materials or hazardous waste.
- ~~IG.~~ Cross Section: A source of data that is developed during the hydraulic analyses of a stream in the course of producing the Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS). Cross sections provide an elevation view of the floodplain taken perpendicular to the flow at specific points and are typically determined using field survey information and topographic maps. Some of the locations of cross sections are shown on the FIRMs and are, in turn, cross-referenced in the FIS, where they provide precise information about a variety of data that relates to flood conditions.
- ~~JH.~~ Development: Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials. ~~Development does not include those activities of a type and magnitude that cause no effects on water surface elevations, no effects on the level of insurable damages, and no adverse impacts to upstream or downstream properties, as determined by the Planning Director, based on documentation supplied by the applicant.~~
- ~~KI.~~ Elevation Certificate: A form produced by the Federal Emergency Management Agency (FEMA) that is completed by a professional engineer, licensed architect, or licensed surveyor, usually through field survey work, that reports elevation information about grades, structures, and other facilities. An elevation

certificate is used to determine the relationship of grades, structures, and other facilities to the base flood elevation. It is also used to certify building elevations to ensure compliance with community floodplain regulations; determine proper insurance rates; and support a Letter of Map Amendment or Letter of Map Revision Based on Fill. Communities that participate in the Community Rating System are required to use an elevation certificate for all official reporting and recordkeeping of elevations.

LJ. Encroachments: Activities or construction within the floodway, including fill, new construction, substantial improvements, and other development.

MK. Federal Emergency Management Agency (FEMA): A federal agency, whose primary mission is to reduce the loss of life and property and protect the nation from all hazards, including natural disasters, acts of terrorism, and other manmade disasters, by leading and supporting the nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things, FEMA manages and oversees the National Flood Insurance Program.

NL. Flood:

1. A general and temporary condition of partial or complete inundation of normally dry land area from:

a1. The overflow of inland or tidal waters ~~;~~ ~~and/or~~

b2. The unusual and rapid accumulation of runoff of surface waters from any source.

c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in Subsection 703.05(N)(1)(b) and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection 703.05(N)(1)(a).

~~M. Flood Fringe Area: In areas where base flood elevation data have been provided and floodways have been established, the flood fringe area is the portion of the special flood hazard area that is outside of the floodway.~~

- ~~N. Flood Hazard Area: The portion of the special flood hazard area where flood elevations are available but the floodway has not been defined.~~
- O. Flood Insurance Rate Map: ~~An~~The official map of a community, on which the Federal Insurance ~~Administrator~~Administration has delineated both the special flood hazard areas and the risk premium zones applicable to the community.
- P. Flood Insurance Study: An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.~~The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Maps, and the water surface elevations of the base flood.~~
- Q. Flood Profile: A graph, found in the Flood Insurance Study, of computed flood elevations at floodplain cross sections that is typically available for a stream that has base flood elevations shown on the Flood Insurance Rate Map (FIRM). Elevations provided by the flood profiles, used in combination with the cross section lines on the FIRM, are the most accurate means of determining the base flood elevation at a particular site.
- ~~R. Flood Prone Area: The portion of the special flood hazard area that has been determined by approximate methods and, consequently, for which base flood elevation data are not available.~~
- RS. Floodplain: Land area susceptible to being inundated by water from any source that is adjacent to rivers and streams and is subject to periodic and recurring inundation by floodwaters.
- ST. Floodproofing: AnyA combination of structural and non-structural additionsprovisions, changes, or adjustments to properties and structures subject to flooding primarily for the which reducedreduction or eliminateelimination of flood damages to real estate or improved real propertyproperties, water and sanitary facilities, structures, and their contents ~~of buildings in a flood hazard area.~~
- TU. Floodway: The channel of ~~at~~the river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot,⁵ Ooften referred to as the “regulatory floodway.”
- ~~V. Hydraulic Shadow: The area that is upstream and downstream of an existing structure or other obstruction, where the water is essentially stagnant due to water flowing around the structure or obstruction, as defined on pages 1-3 of the June 2001 Hydraulic Shadow Computations document, on file at the County Department of Transportation and Development.~~

UW. Letter of Map Amendment (LOMA): An official amendment, by letter ~~from the Federal Emergency Management Agency~~, to an effective National Flood Insurance Program map. A LOMA establishes a property's location in relation to the special flood hazard area. ~~LOMAs usually are issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation.~~

VX. Letter of Map Revision (LOMR): The Federal Emergency Management Agency's modification to an effective Flood Insurance Rate Map (FIRM). LOMRs are generally ~~are~~ based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. The LOMR officially revises the FIRM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally ~~is~~ accompanied by an annotated copy of the affected portions of the FIRM or FIS report.

WY. Letter of Map Revision Based on Fill (LOMR-F): The Federal Emergency Management Agency's modification of the special flood hazard area shown on the Flood Insurance Rate Map based on the placement of fill outside the existing regulatory floodway.

~~Z. — Lowest Construction Elements: The lowest flooring system of a structure that consists of repeated structural members, spaced 24 inches or less on center.~~

XAA. Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Subsection 703.11(A)(1).

YBB. Manufactured Home: A structure, transportable in one or more sections, ~~which that~~ is built on a permanent chassis and is designed for use with or without a permanent foundation when ~~attached~~ connected to the required utilities. The term manufactured home does not include a recreational vehicle. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. A manufactured home may also be referred to as a manufactured dwelling.

ZCC. National Flood Insurance Program (NFIP): A federal program that is administered by the Federal Emergency Management Agency that is designed to reduce the loss of life, damage to property, and rising disaster relief costs, both within and beyond the special flood hazard area. The NFIP makes federally

backed flood insurance available to communities that agree to adopt and enforce floodplain management ordinances that meet or exceed NFIP requirements.

AADD. New Construction: Structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the County (this Section 703) and includes any subsequent improvements to such structures.

BEEE. “No-Rise” Certification: A certification that is provided by a professional engineer or licensed architect that demonstrates through accompanying hydrologic and hydraulic analyses, performed in accordance with standard engineering practice and National Flood Insurance Program rules and regulations, that an encroachment within the floodway will not result in any increase in the flood levels during the regulatory flood discharge. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map.

CCFF. Obstruction: Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel, rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, or matter in, along, across, or projected into any channel, watercourse, or regulatory flood hazard area that may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where it might be carried downstream by the flow of water resulting in damage to life or property.

DDGG. Pre-FIRM Structure: A structure that was built before March 1, 1978, the effective date of the first Flood Insurance Rate Map (FIRM) for the County, and hence, prior to the date when detailed flood hazard data and flood elevations were provided to the County.

~~HH. Post-FIRM Structure: A structure that was built on or after March 1, 1978, the effective date of the first Flood Insurance Rate Map (FIRM) for the County.~~

EEH. Recreational Vehicle: A vehicle ~~which~~that is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~FFJJ~~. Regulatory Flood Protection Elevation: The elevation to which uses regulated by the FMD are required to be elevated or floodproofed.

~~KK~~. ~~Shallow Flooding Area: The portion of the special hazard area with average flood depths of one to three feet that usually exhibit sheet flow on sloping terrain. For areas of alluvial fan flooding, velocities are also determined.~~

~~GGLL~~. Special Flood Hazard Area: (SFHA): An area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on a FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AR, AR/AO, AR/AH, AR/A, A99, AH, VO, v1-30, VE, V, M, or E.The land area covered by the floodwaters of the base flood on National Flood Insurance Program (NFIP) maps and, thus, the area determined by detailed or approximate studies to be in a 100-year floodplain. The SFHA is subject to the NFIP's floodplain management regulations and the mandatory purchase of flood insurance. The SFHA includes the floodway, flood fringe, flood hazard, flood-prone, and shallow flooding areas.

~~HHMM~~. Start of Construction: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the structure.

~~IINN~~. Structure: For floodplain management purposes, a walled and roofed building, ~~manufactured home, or including~~ a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

~~JJOO~~. Substantial Damage: Any ~~D~~damage of any origin sustained by a ~~pre-FIRM~~ structure; ~~or a structure for which the applicable Flood Insurance Rate Map or the Flood Insurance Study has been updated or revised since the date of construction of the structure,~~ whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The market value of the structure before the damage occurred shall be the structure's rReal mMarket vValue that is provided by the County Department of Assessment and Taxation~~Assessor's~~

~~office. The cost of restoring a structure shall be determined by the County Building Codes Division, pursuant to Subsection R105.3.1.1 of the 2005 Oregon Residential Specialty Code and through subsequent versions of the applicable, adopted Building Code that address substantially damaged structures within the special flood hazard area.~~

KKPP. Substantial Improvement: Any reconstruction, repair, rehabilitation, ~~addition~~reconstruction, or other improvement — or series of reconstructions, repairs, rehabilitations, ~~reconstruction, additions~~ or other improvements — of a ~~pre-FIRM~~ structure, ~~or a structure for which the applicable Flood Insurance Rate Map or the Flood Insurance Study has been updated or revised since the date of construction of the structure,~~ the cost of which — or cumulative costs of which at the time of the most recent reconstruction, repair, rehabilitation, ~~addition~~reconstruction, or other improvement — equals or exceeds 50 percent of the market value of the structure ~~before the “start of construction” of the improvement.~~ The market value of the structure shall be determined at the time of the most recent reconstruction, repair, rehabilitation, ~~addition~~reconstruction, or other improvement, either before the improvement ~~or repair~~ is started, or if the structure has been damaged and is being restored, before the damage occurred. The market value of the structure shall be the structure’s ~~Real~~ mMarket yValue that is provided by the County Department of Assessment and Taxation~~Assessor’s office.~~ The cost of reconstruction, repair, rehabilitation, ~~addition~~reconstruction, or other improvement of a structure, or series thereof, shall be determined by the County Building Codes Division, ~~pursuant to Subsection R105.3.1.1 of the 2005 Oregon Residential Specialty Code and through subsequent versions of the applicable, adopted Building Code that address substantially improved buildings within the special flood hazard area.~~ This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. Substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other part of the structure commences, whether or not that alteration affects the external dimensions of the structure. Substantial improvement ~~The term~~ does not, however, include either:

1. Any project for improvement of to improve a structure to correct existing violations of state or local health, sanitary, or safety code specifications ~~which provided such violations~~ have been identified by the local code enforcement official and which are the project is the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure” listed on the National Register of Historic Places or a State or Local Inventory of Historic Places, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

LL. Variance: A grant of relief by the County from the terms of a floodplain management regulation.

MM. Water-Dependent Use: A use that is dependent on close proximity to the water to perform its intended purpose and by reason of the intrinsic nature of its operations. The term “water dependent use” shall be recognized as having a broader meaning than the term “functionally dependent use” as defined in Volume 44 Code of Federal Regulations (CFR) Section 59.1. A “water dependent use” shall not meet the requirements to qualify for a variance under Volume 44 CFR Section 60.6(a)(7) unless the use also qualifies as a “functionally dependent use” as defined in Volume 44 CFR 59.1.

NNQQ. Wet Floodproofing: Permanent or contingent measures that are applied to a structure or its contents that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area. Generally, this includes properly anchoring the structure, using flood resistant materials below the base flood elevation and protecting mechanical and utility equipment. Application of wet floodproofing as a flood protection technique under the National Flood Insurance Program is limited to enclosures below elevated residential and non-residential structures and to nonresidential structures that have been issued variances by the County.

703.06 TYPE I EXEMPT USES

The following uses require review as a Type I application pursuant to Section 1307, Procedures, and are exempt from the requirement to obtain a floodplain development permit and from compliance with Subsections 703.10 and 703.11.

A. Uses that do not constitute development. Examples of uses that may qualify for this exemption include farming, wild crop harvesting, archery ranges, wildlife and nature preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails, lawns, gardens, and play areas.

AB. Reconstruction, repair, rehabilitation, addition, reconstruction, or other improvement of a pre-FIRM structure that is not a substantial improvement and where the structure has not sustained substantial damage. If the structure is located in the floodway, no increase in ground coverage shall result unless:

1. a “no-rise” certification is provided;
2. Proof is provided by a professional engineer or licensed architect that the area within which the increase in ground coverage is proposed lies within the hydraulic shadow.

C. Fish enhancement projects — including stream crossings that are a direct component of such projects — outside of the floodway sponsored or approved by a state or federal agency.

703.07 DEVELOPMENT IN THE FLOODWAY

Development in the floodway is prohibited, except as provided in Subsection 703.06(B), or for the following uses listed in this subsection. The following uses are

allowed only if permitted in the underlying zoning district and, ~~with the exception of fish enhancement projects,~~ require approval of a ~~f~~Floodplain ~~d~~Development ~~p~~Permit:

- A. ~~Water-dependent uses~~Development that requires a waterfront location (e.g., ~~marinas and boat ramps~~). A “no-rise” certification shall be provided.
- B. Riprap or other structural stream bank protection measures, ~~subject to either Subsection 703.07(B)(1) or 703.07(B)(2). A “no-rise” certification and the evidence required in Subsection 703.10(J)(2) shall be provided, or the criteria in Subsection 703.10(J)(1) shall be met.~~
 - 1. If riprap or other structural stream bank protection measures are proposed to repair bank damage, bank removal, or bank erosion, the following criteria shall be met. For the purpose Subsection 703.07(B)(2), pre-existing conditions are the conditions of the repair area upon which the FIRM(s), flood boundary and floodway map(s), and FIS(s) were based that were in effect during the period that the bank was damaged, removed, and/or eroded, leading up to the proposed repair.
 - a. The measures shall not encroach any further into the stream channel than the pre-existing conditions.
 - b. The measures shall not add any more cubic yards of bank material than was in place in the pre-existing conditions.
 - c. The measures shall not exceed the height of the bank nor protrude above the topography that was in place in the pre-existing conditions.
 - d. The pre-existing conditions shall be demonstrated through some combination of historical and aerial photography, survey and cross-section information, maps or plans, hydrologic and hydraulic modeling, or any other pertinent information.
 - e. The applicant shall provide evidence from a professional engineer, with expertise in hydrology, hydraulics, fluvial geomorphology, or hydrogeology, that the proposal complies with Subsections 703.07(B)(2)(a) through (d) and that the proposed stream bank protection measures will cause no adverse impacts to upstream or downstream properties, when compared to impacts of the pre-existing conditions.
 - 2. If riprap or other structural stream bank protection measures are proposed for reasons other than to repair bank damage, bank removal, or bank erosion, or if the repair exceeds the standards of Subsection 703.07(B)(1), the applicant shall provide a “no-rise” certification and evidence from a professional engineer, with expertise in hydrology, hydraulics, fluvial geomorphology, or hydrogeology, that the proposed stream bank protection measures will cause no adverse impacts to upstream or downstream properties.

- C. Hydroelectric facilities. A “no-rise” certification shall be provided;
- D. Stream crossings, ~~except those that are a direct component of a fish enhancement project sponsored or approved by a state or federal agency, subject to Subsection 703.10(G). A “no-rise” certification shall be provided;~~
- E. Replacement, substantial improvement, or repair of substantial damage of a structure that was constructed prior to the establishment of, or revisions to, the floodway, subject to the following:
 - 1. The development shall comply with Subsection 1206.0~~65~~ ~~and the applicable provisions of Subsections 703.10 and 703.11.~~
 - 2. Foundations shall be designed by a professional engineer or licensed architect, to the satisfaction of the County Building Codes Division, to withstand the mean velocity of floodwaters in the floodway, as they are listed in the Floodway Data tables of the Flood Insurance Study, and to withstand the scouring forces associated with those floodwater velocities.
 - 3. If an increase in ground coverage is proposed, ~~the applicant shall provide either a “no-rise” certification shall be provided or proof by a professional engineer or licensed architect that the area within which the increase in ground coverage is proposed lies within the hydraulic shadow.~~
- F. ~~Fish enhancement projects — including stream crossings that are a direct component of such projects — sponsored or approved by a state or federal agency, subject to the following:~~
 - 1. ~~The project requires review as a Type I application pursuant to Section 1307.~~
 - 2. ~~The responsible agency shall provide a feasibility analysis and certification, prepared by a qualified professional, that the project is designed to keep any rise in 100-year flood levels as close to zero as practically possible and that no structures shall be impacted by any potential rise.~~
 - 3. ~~Routine maintenance of the project shall be required in order to sustain conveyance over time, and a long-term maintenance program shall be included in the analysis and certification.~~

703.08 DUTIES OF THE PLANNING DIRECTOR

~~The Planning Director is hereby appointed to administer and implement Section 703 by granting or denying development permit applications in accordance with its provisions. The Planning Director may delegate authority to implement these provisions. Duties of the Planning Director under this Section 703 shall include:~~

- A. The Planning Director shall review ~~f~~Floodplain ~~d~~Development ~~p~~Permits to determine if the proposed development adversely affects the flood carrying

capacity of the special flood hazard area. For purposes of this subsection, "adversely affects" means that the cumulative effect of the proposed development and all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point.

B. Within the special flood hazard area, when more detailed base flood elevation or floodway data is available outside of the adopted Flood Insurance Study (FIS) from a federal, state or other authoritative source — such as preliminary or draft information from a new study that will revise the FIS —the Planning Director may obtain, review, and reasonably utilize such data as long as it is more restrictive than the currently effective data. When the data pertains to a preliminary or draft FIS in Zone A, the Planning Director is required to reasonably utilize the data, and is allowed discretion in using this data only to the extent that the technical or scientific validity of the data in the draft or preliminary FIS is questioned by a qualified professional.

C. When base flood elevation data has not been provided (A zones), the Planning Director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, in order to administer the standards in Subsections 703.08, 703.10, and 703.11.

D. The Planning Director shall, where base flood elevation data is provided through the FIS, Flood Insurance Rate Map, or utilized pursuant to Subsections 703.08(B) or (C), obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basements and below-grade crawlspaces) of all new or substantially improved structures, and whether or not the structure contains a basement.

~~E.~~ For all new or substantially improved structures, the Planning Director shall ~~review~~obtain either an elevation certificate or a Federal Emergency Management Agency National Flood Insurance Program Floodproofing Certificate (for Non-Residential Structures) provided by the applicant and shall verify and record the actual elevation (in relation to mean sea level) and maintain the elevation and floodproofing certificates required.

1. In either case, the currently effective form shall be used, and it shall be completed in accordance with the accompanying instructions.
2. The determination regarding which certificate is required shall be made based on the nature of the development consistent with National Flood Insurance Program regulations.

~~F.~~ The Planning Director shall maintain for public inspection all records pertaining to the provisions of ~~this~~ Section 703.

G. The Planning Director shall review all floodplain development permits to determine if the proposed development activity qualifies as a substantial improvement.

- H. The Planning Director shall provide to building officials the regulatory flood protection elevation applicable to any building requiring a building permit.
- I. The Planning Director shall notify adjacent communities ~~and~~, the State of Oregon Department of Land Conservation and Development, and other appropriate state and federal agencies prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
- J. The Planning Director shall notify the Federal Emergency Management Agency (FEMA) within six months of project completion when an applicant had obtained a Conditional Letter of Map Revision (CLOMR) from FEMA, or when development altered a watercourse, modified floodplain boundaries, or modified base flood elevations. This notification shall be provided as a Letter of Map Revision (LOMR).
1. The project applicant shall be responsible for preparing technical data to support the LOMR application and for payment of all processing and application fees charged by FEMA.

703.09 FLOODPLAIN DEVELOPMENT PERMITS

Except as provided under Subsections 703.06~~(B) and (C)~~ and 703.07~~(F)~~, a ~~floodplain development permit~~ (FDP) shall be obtained for development laterally within the FMD before construction or development begins. The permit shall be for all structures, including manufactured dwellings, and for all development, including fill and other activities. Work that is necessary to protect, ~~repair, maintain, or replace~~ existing structures, utility facilities, roadways, driveways, and stream banks in response to emergencies may be undertaken prior to obtaining an FDP, provided that an application is made within 90 days of water receding~~FDP is obtained after the emergency has passed. The measures used for protection may not be able to be permitted.~~ An FDP requires review as a Type II application pursuant to Section 1307, Procedures.

- A. Submittal Requirements: In addition to the submittal requirements identified in Subsection 1307.07(C), an application for an FDP shall include:
1. A site plan drawn to scale, showing elevations of the site; pertinent structure, fill, or storage elevations; size, location, and spatial arrangement of all proposed and existing structures on the site; and location and elevations of streets, water supply, sanitary facilities, and soil types; and other applicable information;
 2. Specifications for building construction and materials, loads and forces, and effect on soil bearing pressures, erosion control, floodproofing, filling, dredging, grading, channel improvement, storage of materials, water supply, and sanitary facilities;

3. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
 4. Either an elevation certificate or a Federal Emergency Management Agency National Flood Insurance Program Floodproofing Certificate (for Non-Residential Structures).
 - a. In either case, the currently effective form shall be used, and it shall be completed in accordance with the accompanying instructions, and based on construction drawings and proposed site locations of development.
 - b. The determination regarding which certificate is required shall be made based on the nature of the proposed development consistent with National Flood Insurance Program regulations.
- B. Factors of Consideration: In reviewing an application for an FDP, the following factors shall be considered:
1. The danger to life and property due to increased flood heights or velocities caused by encroachments;
 2. The danger that materials may be swept on to other lands or downstream to the injury of others;
 3. The proposed water supply and sanitation systems and the ability of those systems to prevent disease, contamination, and unsanitary conditions;
 4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 5. The importance to the community of the service provided by the proposed facility;
 6. The requirements of the facility for a waterfront location;
 7. The availability of alternative locations not subject to flooding for the proposed use;
 8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;
 9. The relationship of the proposed use to the Comprehensive Plan and floodplain management program for the area;
 10. The safety of access to property in times of flood for ordinary and emergency vehicles;

11. Whether the proposed development activity represents a substantial improvement to an existing structure;

12. Whether the proposed structure qualifies as a critical facility;

13. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and

14. Other factors that are relevant to the purpose of ~~this~~ Section 703.

C. Approval Criteria: An FDP shall be subject to the following standards and criteria:

1. All necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
2. If the proposed development is in the floodway, the standards of Subsection 703.07 have been met.
3. If the proposed development includes alteration of a watercourse, maintenance will be provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
4. The proposed development will comply with the applicable provisions of Subsections 703.10 and 703.11.

D. Conditions of Approval: The County may attach conditions of approval to an FDP if such conditions are deemed necessary to further the purpose of ~~this~~ Section 703. Such conditions may include, but are not limited to:

1. Limitations on periods of use and operation;
2. Imposition of operation controls, sureties, and deed restrictions; and
3. Floodproofing and other protective measures, such as:
 - a. Installation of watertight doors, bulkheads, and shutters;
 - b. Reinforcement of walls to resist water pressure;
 - c. Use of paints, membranes, or mortars to reduce seepage of water through walls;
 - d. Addition of mass or weight to structures to resist flotation;
 - e. Installation of pumps to lower water levels in structures;
 - f. Construction of water supply and waste treatment systems to prevent the entrance of floodwaters;

- g. Pumping facilities for subsurface external foundation wall and basement floor pressures;
 - h. Construction to resist rupture or collapse caused by water pressure or floating debris;
 - i. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
 - j. Requirements for construction of channel modifications, dikes, levees, and other protective measures.
- E. Finalization of an FDP: If a preliminary elevation certificate or floodproofing certificate was required for a structure, a second elevation certificate is required prior to approval of the foundation inspection. In addition, a building permit for that structure shall not receive a final approval or certificate of occupancy until the County approves a final elevation certificate or floodproofing certificate that is based on the as-built/finished construction.
- F. Approval Period: Approval of an FDP is valid for four years from the date of the final written decision. If the County’s final written decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four-year period, the approval shall be implemented, or the approval will become void.
- 1. “Implemented” means all major development permits shall be obtained and maintained, or if no major development permits are required to complete the development contemplated by the approved FDP, “implemented” means all other necessary County development permits (e.g. grading permit, building permit for an accessory structure) shall be obtained and maintained.
 - a. A “major development permit” is:
 - i. A building or manufactured dwelling placement permit for a new primary structure that was part of the FDP approval; or
 - ii. A permit issued by the County Engineering Division for parking lot or road improvements that were part of the FDP approval.
- G. Time Extension: If the approval of an FDP is not implemented within the initial approval period established by Subsection 703.09(F), a two-year time extension may be approved pursuant to Section 1310, Time Extension.

703.10 GENERAL FMD STANDARDS

Development in the FMD shall comply with the following standards:

- A. Anchoring:

- 4.—All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Construction Materials and Methods, and Utilities:

1. The following standards shall apply to below-grade crawl spaces. For more detailed information, refer to FEMA Technical Bulletin 11-01, *Crawlspace Construction for Buildings Located in Special Flood Hazard Areas*. For flood insurance purposes, there is an additional charge that is added to the basic flood insurance policy premium for structures that are built on below-grade crawl spaces.
 - a. The building shall be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the openings required by Subsection 703.10(B)(1)(b). Because of hydrodynamic loads, crawl-space construction is prohibited in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a professional engineer or licensed architect. Other types of foundations are recommended for these areas.
 - b. The crawl space shall have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening shall be no more than one foot above the lowest adjacent exterior grade.
 - c. Portions of the building below the base flood elevation (BFE) shall be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawl space used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
 - d. Any building utility systems within the crawl space shall be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, shall either be placed above the BFE or sealed from floodwaters.
 - e. The interior grade of a crawl space below the BFE shall not be more than two feet below the lowest adjacent exterior grade.
 - f. The height of the below-grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall shall not exceed four feet at any point. The height limitation is the maximum

allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.

- g. There shall be an adequate drainage system that removes floodwaters from the interior area of the crawl space. The enclosed area shall be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.
 - h. The velocity of floodwaters at the site should not exceed five feet per second for any crawl space. For velocities in excess of five feet per second, other foundation types should be used.
2. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage, and using methods and practices that minimize flood damage. For more detailed information, refer to November 1999 FEMA Publication 348, *Protecting Building Utilities from Flood Damage*; and FEMA Technical Bulletin 2-93, *Flood-Resistant Materials Requirements*.
 3. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 4. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters.
 5. All equipment, machinery, appliances, and electrical boxes that pertain to electrical, ventilation, plumbing, and heating and air-conditioning systems and services, as well as outside fuel storage tanks, outside air-conditioning units, and other interior or exterior service facilities, systems, equipment, machinery, ~~and appliances, and other utilities~~ shall be ~~designed, elevated, or floodproofed, and/or located~~ so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - a. Floodproofed facilities, systems, equipment, machinery, and appliances — except for waterproofed wires and cables, as well as waterproofed and sealed plumbing pipes and other plumbing services — shall be certified as such by a preliminary and final floodproofing certificate.
 - b. Except for manufactured dwelling electrical crossover connections, regulated pursuant to Subsection 703.11(A)(1), n~~Non-floodproofed~~ facilities, systems, equipment, machinery, and appliances shall be elevated at least two feet above the BFE, except that duct systems may be elevated at least one foot above the BFE.

6. Onsite wastewater disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with Oregon Department of Environmental Quality regulations.
 7. A professional engineer or licensed architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided to the County.
- C. Substantial Improvement and Substantial Damage: A structure for which a substantial improvement or repair of substantial damage is proposed shall be elevated, retrofitted, upgraded, etc., such that the structure and all of its interior and exterior service facilities, systems, equipment, machinery and appliances shall be brought into compliance with the applicable standards of this section.
- D. Manufactured DwellingsHomes:
1. Manufactured dwellingshomes to be placed or substantially improved shall be placedelevated on a permanent foundation and elevated pursuant to Subsection 703.11 such that the lowest floor is elevated at least two feet above the BFE, or the lowest construction elements are elevated at least 18 inches above the BFE, whichever results in the higher elevation of the lowest floor.
 2. Manufactured dwellingshomes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
 3. Manufactured dwellingshomes shall be placed ~~pursuant to Section 824,~~ utilizing the applicable designs and guidelines, as approved by the Building Codes Division, of the September 1985 FEMA Publication, *Manufactured Home Installation in Flood Hazard Areas*, and State of Oregon Manufactured Dwelling Installation Specialty Code, whichever is the most restrictive or any more recent or replacement publication thereof.
- E. Recreational Vehicles: Recreational vehicles shall comply with the requirements of Subsection 703.10(D) for manufactured dwellings or shall be:
1. Located on the site for fewer than 180 consecutive days;
 2. Fully licensed and ready for highway use;
 3. Supported on wheels or a jacking system;
 4. Attached to services on the site only by quick-disconnect type utilities and security devices; and

5. Void of any permanently attached additions.

F. Fill:

1. Any fill or other materials — except those proposed within the interior of, and inside the walls of, a crawl space, foundation, basement or enclosure floor — shall be shown to have a beneficial purpose and the amount thereof not greater than is necessary to achieve that purpose, as demonstrated by a plan submitted by the applicant, showing the uses to which the filled land will be put and the final dimensions of the proposed fill or other materials.
2. Fill or other materials shall be protected against erosion by riprap, vegetative cover, or bulkheading.
3. Structures may be allowed to be constructed on fill and thereby elevated above the BFE, subject to the following standards:
 - a. The fill shall be placed such that the lowest adjacent finished grade of the fill to the foundation of the structure is at least two feet above the BFE.
 - b. The lowest portion of the lowest structural support system of the building (i.e., the bottom of slab, bottom of footings, or bottom of any other lowest on-grade or sub-grade supporting member) shall be located at least one foot above the BFE.
 - c. Placement of the fill shall require approval of a grading permit.
 - d. The structure shall be constructed pursuant to the applicable standards of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built on Fill in or near Special Flood Hazard Areas Are Reasonably Safe from Flooding*.
4. All fill placed at or below the BFE shall be balanced with at least an equal amount of material removal either on-site, or from a nearby area at or below the BFE and in the same drainage basin. In addition, the following standards shall apply:
 - a. Excavation below the level of the seasonal groundwater table shall not be used in balancing fill volumes against excavation volumes;
 - b. The mean annual groundwater level shall be determined by soil morphology, or other available data on groundwater conditions;
 - c. Balancing of a fill shall occur at the same time as the fill is placed on the development site;
 - d. The site plan required in Subsection 703.09(A)(1) shall identify the area where material is removed from the floodplain to balance fill volumes, including pertinent elevations and volume of fill removed;

- e. A professional engineer or licensed architect shall certify that the amount of material removed balances the amount of fill material;
 - f. A suitable recorded easement or similar legally binding mechanism, in a form acceptable to County Counsel shall be provided to the Planning Director, indicating that future development of the delineated area where material is removed to balance fill volumes is prohibited, and the delineated area cannot be used in the future as balancing for a fill; and
 - g. When the balancing occurs off-site, the application shall also include:
 - i. Authorization from the owner of the property where the balancing will occur; and
 - ii. A legal description of the parcel where the balancing will occur.
5. The following uses or activities are not subject to the provisions of Subsection 703.10(F)(4):
- a. Removal and/or fill necessary to plant new trees or vegetation;
 - b. Removal and/or fill required for the construction of storm-water runoff detention facilities and/or structures; and
 - c. Removal and/or fill required for the construction of other facilities such as levees designed specifically to reduce or mitigate flood impacts.
- G. Stream Crossings, Including Bridges and Culverts, and Transportation Projects:
- 1. Stream crossings and transportation projects shall be designed as balanced removal and fill projects, or designed to not raise the BFE.
 - 2. Stream crossings and transportation projects that encroach into the floodway shall obtain a “no-rise” certification, or, if the “no-rise” condition cannot be achieved, shall obtain a Conditional Letter of Map Revision, prior to permitting the work, followed by a Letter of Map Revision after the work has been completed.
 - 3. Stream crossings and transportation projects shall be designed to minimize the area of fill in the special flood hazard area (SFHA) and to minimize erosive water velocities.
 - 4. Stream crossings shall be as close to perpendicular to the stream as practicable.
 - 5. Stream crossings shall be designed to allow fish passage.

6. Stream crossings and transportation projects are subject to review and approval pursuant to applicable federal and state statutes and administrative rules.

H. Subdivisions:

1. Subdivisions shall be consistent with the need to minimize flood damage.
2. Subdivisions shall have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and constructed to minimize flood damage.
3. Subdivisions shall have adequate drainage provided to reduce exposure to flood damage.
4. ~~The applicant shall provide base flood elevations for the area of development. Where base flood elevation data have not been provided or are not available from another authorized source, the data shall be generated for subdivisions that contain at least 50 lots or five acres.~~

I. Toxic or Hazardous Materials:

1. The storage or use of toxic or hazardous materials in conjunction with nonresidential uses is prohibited, except as permitted in Subsection 703.10(I)(2).
2. Storage or use of toxic or hazardous materials may be permitted if the applicant demonstrates the following:
 - a. The proposed development requires toxic or hazardous materials for operation.
 - b. An area outside the SFHA is not available to be used for storage or use of toxic or hazardous materials.
 - c. The containers, structures, facilities and machinery that contain, use or process the toxic or hazardous materials shall be elevated:
 - i. A minimum of two feet above the BFE in AE zones, as indicated on the FIRM or determined pursuant to Subsection 703.08(B) flood fringe and flood hazard areas;
 - ii. A level to be determined pursuant to Subsection 703.11(C)(1) in unnumbered A zones, as indicated on the FIRM or determined pursuant to Subsection 703.08(B) flood-prone areas; or

- iii. The depth number specified on the Flood Insurance Rate Map — or a minimum of two feet above the highest adjacent grade if no depth number is specified — in shallow flooding areas.
- iv. The structures that support the containers, structures, facilities, and machinery that contain, use or process the toxic or hazardous materials shall comply with Subsections 703.10(A) and 703.10(B)(2) and (7).

J. Critical Facilities: Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above base flood elevation or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures shall be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

~~J. Riprap or Other Structural Stream Bank Protection Measures:~~

- ~~1. If riprap or other structural stream bank protection measures are proposed to repair bank damage, bank removal or bank erosion, the following criteria shall be met. For the purpose of this subsection, “pre-existing conditions” are the conditions of the repair area upon which the FIRM(s), Flood Boundary and Floodway Map(s), and FIS(s) were based that were in effect during the period that the bank was damaged, removed and / or eroded, leading up to the proposed repair.~~
 - ~~a. The measures shall not encroach any further into the stream channel than the pre-existing conditions.~~
 - ~~b. The measures shall not add any more cubic yards of bank material than was in place in the pre-existing conditions.~~
 - ~~c. The measures shall not exceed the height of the bank nor protrude above the topography that was in place in the pre-existing conditions.~~
 - ~~d. The pre-existing conditions shall be demonstrated through some combination of historical and aerial photography, survey and cross-section information, maps or plans, hydrologic and hydraulic modeling, or any other pertinent information.~~
 - ~~e. The applicant shall provide evidence from a professional engineer, with expertise in hydrology, hydraulics, fluvial geomorphology, or hydrogeology, that the proposal complies with Subsections 703.10(J)(1)(a) through (d) and that the proposed stream bank protection measures will~~

~~cause no adverse impacts to upstream or downstream properties, when compared to impacts of the pre-existing conditions.~~

- ~~2. If riprap or other structural stream bank protection measures are proposed for reasons other than to repair bank damage, bank removal or bank erosion, or if the repair exceeds the standards of Subsection 703.10(J)(1), the applicant shall provide evidence from a professional engineer, with expertise in hydrology, hydraulics, fluvial geomorphology, or hydrogeology, that the proposed stream bank protection measures will cause no adverse impacts to upstream or downstream properties.~~

703.11 SPECIFIC STANDARDS

- A. ~~AE Zones with Designated Floodways Flood Fringe and Floodway Areas:~~ In AE zones with designated floodways flood fringe and floodway areas, as indicated on the Flood Insurance Rate Map (FIRM) or determined pursuant to Subsection 703.08(B), development shall comply with the following criteria:
1. Residential Construction: New construction and substantial improvement of a dwelling shall have the lowest floor, including basement, elevated at least two feet above the base flood elevation (BFE), ~~— or the lowest construction elements elevated at least one foot above the BFE, whichever results in the higher elevation of the lowest floor~~ — except that new or substantially improved manufactured dwellingshomes shall have the bottom of the longitudinal frame beam lowest floor, including basement, and electrical crossover connections elevated at least one foottwo feet above the BFE, ~~or the lowest construction elements elevated at least 18 inches above the BFE, whichever results in the higher elevation of the lowest floor.~~ Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement shall either be certified by a professional engineer or licensed architect or shall meet or exceed the following minimum criteria. For more detailed information, refer to FEMA Technical Bulletin 1-93, *Openings in Foundation Walls*.
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided, unless the applicant provides documentation from a professional engineer or licensed architect that a flood vent manufacturer's product can provide less than one square inch of opening for every square foot of enclosed area and still meet National Flood Insurance Program standards.
 - b. The bottom of all openings shall be no higher than one foot above grade.

- c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
2. Nonresidential Construction: New construction and substantial improvement of a nonresidential structure shall either comply with Subsection 703.11(A)(1), or, together with attendant utility and sanitary facilities, shall comply with the following criteria. For more detailed information, refer to FEMA Technical Bulletin 3-93, *Non-Residential Floodproofing — Requirements & Certification*.
 - a. The structure shall be floodproofed, so that below the point one foot above the BFE, the structure is watertight, with walls substantially impermeable to the passage of water. Applicants floodproofing nonresidential structures shall be notified in writing that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to one foot above the BFE will be rated as being floodproofed to the BFE).
 - b. The structure shall have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. A professional engineer or licensed architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided to the County.
- B. ~~AE Zones without Designated Floodways~~~~Flood Hazard Areas~~: In AE zones without designated floodways~~flood hazard areas~~, as indicated on the FIRM or determined pursuant to Subsection 703.08(B), development shall comply with Subsection 703.11(A) and the following criteria:
1. The cumulative effect of the proposed development and all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point.
 2. Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow.
 3. So far as practical, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.
- C. ~~Unnumbered A Zones~~~~Flood-Prone Areas~~: In unnumbered A zones~~flood-prone areas~~, as indicated on the FIRM or determined pursuant to Subsection 703.08(B), development shall comply with the following criteria:

1. Proposed construction shall be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, post-flood improvements to the waterway, etc., where available. Failure to elevate the lowest floor to at least two feet above the highest grade may result in higher insurance rates.
2. Proposed residential construction shall comply with Subsections 703.11(A)(1)~~(a) through (e)~~. Proposed nonresidential construction, together with attendant utility and sanitary facilities, shall comply with Subsections 703.11(A)(2)~~(a) through (e)~~. However, the level to which the structure must be elevated or floodproofed shall be determined pursuant to Subsection 703.11(C)(1).
3. Proposed construction shall comply with Subsections 703.11(B)(2) and (3).
4. The applicant shall provide base flood elevations for the area of development. Where base flood elevation data have not been provided or are not available from another authorized source, the data shall be generated for subdivisions or other proposed development that contain at least 50 lots or five acres, whichever is less.

D. Areas of Shallow Flooding—Areas: In areas of shallow flooding areas, development shall comply with the following criteria:

1. New construction and substantial improvement of a dwelling shall comply with Subsections 703.11(A)(1)~~(a) through (e)~~ and shall have the lowest floor, including basement, elevated above the highest adjacent grade of the building site to a minimum of two feet above the depth number specified on the FIRM; ~~or shall have the lowest construction elements elevated to a minimum of one foot above the depth number specified on the FIRM, whichever results in the higher elevation of the lowest floor.~~ If no depth number is specified, the lowest floor; ~~or the lowest construction elements, whichever results in the higher elevation of the lowest floor,~~ shall be elevated at least two feet above the highest adjacent grade of the building site.
2. New construction and substantial improvement of a nonresidential structure shall either comply with Subsection 703.11(D)(1), or, together with attendant utility and sanitary facilities, shall comply with Subsection 703.11(A)(2)~~(a) through (e)~~, except that the structure shall be floodproofed to the elevation identified in Subsection 703.11(D)(1).
3. Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.

703.12 EXCEPTION

- A. Approval Criteria: Certain non-residential structures — such as detached garages and storage sheds solely used for parking and limited storage that are no greater

than 400 square feet in area and do not exceed one story, pole barns used for storage of farm machinery and equipment, small garden sheds, and structures used in conjunction with agricultural activities — may be granted an exception from the elevation and floodproofing standards of Subsection 703.11, subject to the following criteria. (For more detailed information, refer to FEMA Technical Bulletin 7-93, *Wet Floodproofing Requirements*.) Additionally, the following structures may qualify for the exception:

1. Residential accessory structures up to 200 square feet, which may not require a building permit pursuant to Oregon Residential Specialty Code R105.2;
 2. Residential accessory structures greater than 200 and up to 400 square feet if the lot size and setbacks qualify pursuant to Oregon Residential Specialty Code R105.2; and
 3. Commercial accessory structures that are up to 120 square feet, which may not require a building permit pursuant to Oregon Structural Specialty Code 105.2.
- a1. The exception is reviewed pursuant to Subsection 703.13, and compliance with the approval criteria of Subsection 703.13(A) is demonstrated.
- b2. The structure will be wet floodproofed.
- c. The structure will not be temperature controlled.
- d3. The structure will not cause significant flood risk.
- e4. The structure will not be used for human habitation, and will be utilized ~~primarily~~ for storage or parking.
- f5. The structure will be located, designed, and constructed to have low flood damage potential.
- g6. The structure will be constructed and placed on the building site so as to offer the minimum resistance to the flow of flood waters.
- h. The structure will not be used to store toxic material, oil or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality, unless confined in a tank installed in compliance with Section 703 or stored at least one foot above the base flood elevation.
- i. The structure will be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

- j. The structure will be constructed with electrical and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
 - k. The structure will be constructed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for complying with this requirement must be certified by a licensed professional engineer or architect or comply with Subsections 703.11(A)(1)(a) through (c).
17. The structure will be constructed with flood-resistant materials that meet the requirements of the County Building Codes Division, up to:
- a. A minimum of one foot above the BFE in AE zones, as indicated on the FIRM or determined pursuant to Subsection 703.08(B) flood fringe and flood hazard areas;
 - b. A level to be determined pursuant to Subsection 703.11(C)(1) in unnumbered A zones, as indicated on the FIRM or determined pursuant to Subsection 703.08(B) flood-prone areas; or
 - c. The depth number specified on the Flood Insurance Rate Map — or a minimum of two feet above the highest adjacent grade if no depth number is specified — in areas of shallow flooding areas.
138. If the structure will be located in the floodway, the structure will comply with Subsection 703.07.

B. Insurance Consequences: If an exception is granted for a structure that is accessory to a dwelling and the structure will exceed a value greater than 10 percent of the value of the dwelling, the applicant shall be given written notice that substantial increases in insurance rates may result.

703.13 VARIANCES

- A. Approval Criteria: In conjunction with review of a ~~f~~Floodplain ~~d~~Development ~~p~~Permit, a variance from the requirements of ~~this S~~section 703 may be approved, subject to the following standards and criteria:
- 1. The request is consistent with Subsection 703.09(B).
 - 2. There is good and sufficient cause for the variance.
 - 3. Compliance with the requirements for which the variance is requested would cause an exceptional hardship to the applicant.
 - 4. Approval of the variance would not result in increased flood levels during base flood discharge, additional threats to public safety, extraordinary public

expense, or a nuisance condition, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5. The variance requested is the minimum necessary, considering the flood hazard, to provide relief.
 6. If the proposal is to repair or rehabilitate a historic structure that is listed on the National Register of Historic Places or a State or Local Inventory of Historic Places, the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure.
- B. ~~Insurance~~-Consequences: If a variance is granted that allows the lowest floor of a structure to be built below the regulatory flood protection elevation, the applicant shall be given written notice that:
1. The cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation; and
 2. Such construction below the base flood level increases risks to life and property and the County is not liable for any damages that result from the variance approval.
- C. The written notice required by Subsection 703.13(B) shall be maintained with a record of all variance actions.

[Amended by Ord. ZDO-230, 9/26/11; Amended by Ord. ZDO-248, 10/13/14]



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 17, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Offering to Transfer Jurisdiction from
Clackamas County to the City of Wilsonville of a portion of
Ridder Road (County Road #799)**

Purpose/Outcomes	Jurisdictional transfer of a portion of Ridder Road to the City of Wilsonville.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Wilsonville.
Funding Source	N/A
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Ridder Road in Wilsonville, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Wilsonville have agreed to the transfer of Ridder Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service. Ridder Road is located entirely within Wilsonville city limits, and runs along the county line between Clackamas County and Washington County. Washington County has already completed a transfer of jurisdiction of their section to the City, and now staff is proposing to formally transfer Clackamas County's half to ensure the City has unified jurisdiction over the entire portion of Ridder Road.

The portion of Ridder Road to be transferred contains approximately 81,765 square feet of Right-of-Way. By accepting jurisdiction over a portion of Ridder Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve the Board Order between Clackamas County and the City of Wilsonville related to the transfer of jurisdiction of a portion of Ridder Road.

Respectfully submitted,

Michael Bays -Survey/CADD Supervisor
Attachments: Board Order, Exhibit

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

In the matter of transferring to the
City of Wilsonville, jurisdiction over
Ridder Road County Road No.
799, DTD No. 30023



Board Order No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Wilsonville, and the preceding negotiation between the City of Wilsonville and Clackamas County Department of Transportation and Development to transfer a portion of the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Ridder Road	799	30023	MP 0.23	MP 0.75	81,765;

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Wilsonville Spokesman on 12/19, 12/26, 01/02, 01/09; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of Ridder Road to the City of Wilsonville such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Wilsonville and shall vest as of the date the City of Wilsonville accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Wilsonville within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Wilsonville of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 81,765 square feet, more or less, be removed from the County's Road Inventory; and,

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

In the matter of transferring to the
City of Wilsonville, jurisdiction over
Ridder Road County Road No.
799, DTD No. 30023



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A

Ridder Road Transfer of Jurisdiction Clackamas County to the City of Wilsonville

Description

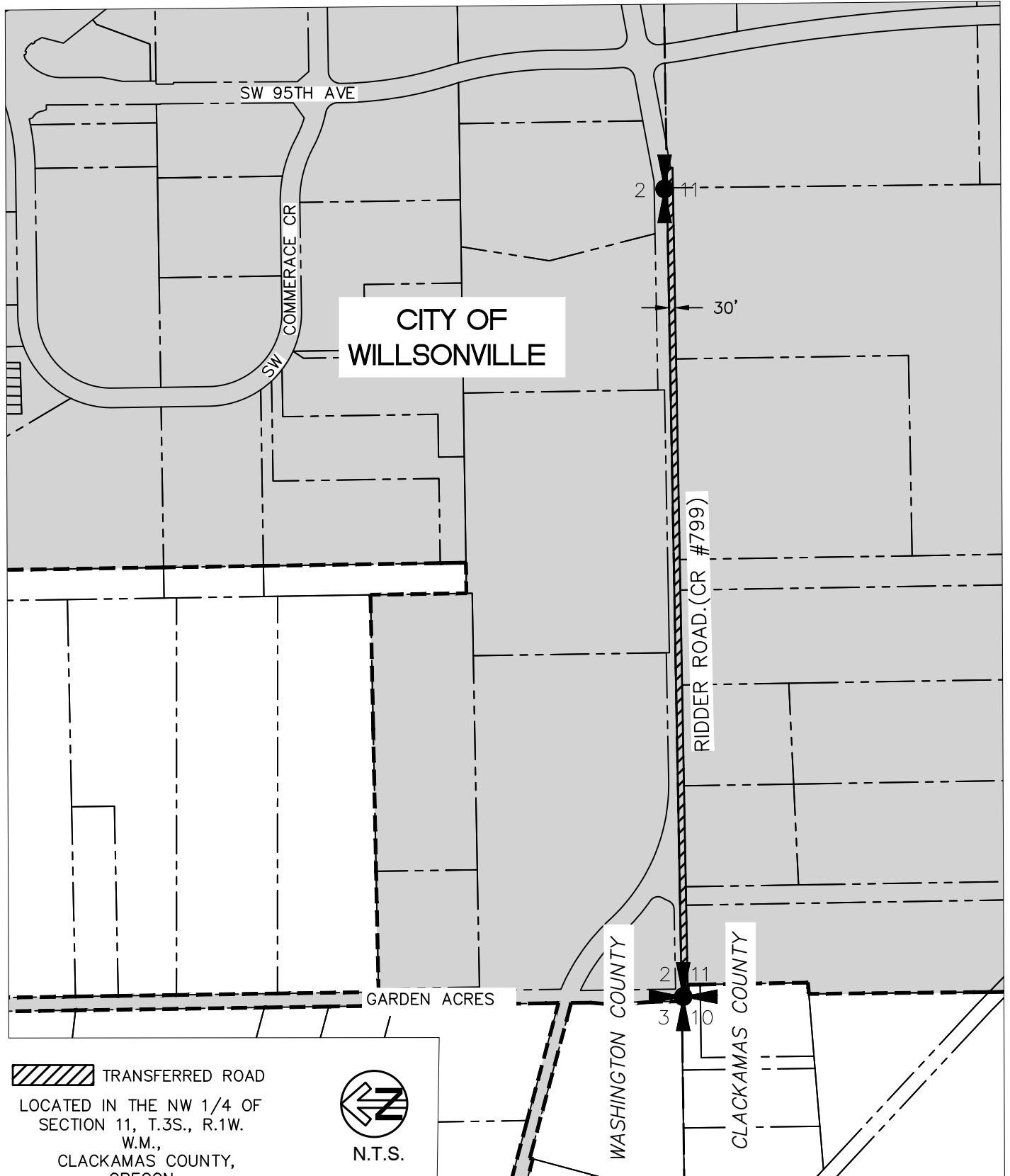
All of Ridder Road, Clackamas County Road No. 799 lying South of the North line of section 11, T.3S., R.1W., W.M. and more particularly described below.


A 30 foot wide road right of way lying South of the following described line.

Beginning at a point on the County Line between Clackamas County and Washington County 20 feet West of the Section corner common to section 2, 3, 10, 11, T.3S., R.1W., W.M., Clackamas County, Oregon;

Thence East, along the County Line, being the North line of said section 11, 2,725.5 feet to a point 65 feet east of the one-quarter corner common to section 2 and 11, T.3S., R.1W., W.M. and the end of this description.

EXHIBIT "B"



 TRANSFERRED ROAD
 LOCATED IN THE NW 1/4 OF
 SECTION 11, T.3S., R.1W.
 W.M.,
 CLACKAMAS COUNTY,
 OREGON



DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: M.BAYS DATE: 10/4/2018
 JURISDICTIONAL TRANSFER
 RIDDER ROAD
 COUNTY ROAD #799

SHEET
 1 OF 1

January 17, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for Grants from Oregon Department of Transportation Statewide Transportation Improvement Fund (STIF) - Human Services Transportation funds through TriMet for Services Provided by Clackamas County Social Services Division for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with TriMet to provide funding for project specific transportation services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$297,181. The contract is funded through the TriMet agreement with the Oregon Dept. of Transportation (ODOT).
Funding Source	FY19-21 Statewide Transportation Improvement Fund (STIF) - Human Services Transportation Funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for grant funds from Oregon Department of Transportation FY19-21 Statewide Transportation Improvement Fund (STIF) - Human Services Transportation Funds through TriMet for services provided by Clackamas County Social Services Division, Transportation Reaching People program (TRP). TRP is part of the Clackamas County Transportation Consortium which currently includes agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five small transit agencies. This body has been designated as the local coordinating council for Clackamas County. This grant will provide funding for TRP in the amount of \$297,181 over two years for enhanced transportation services. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation .

This project was originally funded by STF Discretionary funds as a Pilot Project. This grant request is for on-going funding specific to the portion of the operation that provides dedicated dialysis and

dedicated non-emergency medical transportation services to riders living inside the TriMet district. The dedicated non-emergency medical transportation service (\$154,004) and the dedicated dialysis transportation service (\$143,177) pilot projects would then be able to continue providing services. The grand total of this proposed two year application will be up to \$297,181.

The grant would provide funding for (2) full-time equivalent drivers to each service. No County General Funds are involved. This STIF funding, if awarded, will provide ongoing funding for these projects with Clackamas County Social Services Division, Transportation Reaching People. The initial award would fund FY19/20 and 20/21 services.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift
Director

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY19-21 STIF Human Services Transportation Funding Applications
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Stefanie Reid-Danielson
Requestor Contact Information: 503-655-8330 stefanierei@clackamas.us
Department Fiscal Representative: Teresa Christopherson
Program Name or Number (please specify): Various (05342 & 05344)
Brief Description of Project:

Oregon Department of Transportation (ODOT) Statewide Transportation Improvement Fund (STIF) Human Services Transportation funds from TriMet to convert (2) pilot projects to ongoing for transportation services provided by Transportation Reaching People (TRP) for County older adults (persons age 60+) and people with disabilities who need access to transportation for dialysis treatment and/or non-emergency medical care.

Name of Funding (Granting) Agency: ODOT/TriMet

Agency's Web Address for Grant Guidelines and Contact Information:

<https://trimet.org/meetings/hb2017/>

OR

Application Packet Attached: Yes No

Completed By: Stefanie Reid-Danielson Date: 1/8/2019

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 12/5/2018
CFDA(s), if applicable: N/A
Announcement Date: 12/17/2019 Announcement/Opportunity #: N/A
Grant Category/Title: STIF Human Svcs Transportation Max Award Value: \$297,181
Allows Indirect/Rate: Yes Match Requirement: None
Application Deadline: 1/11/2019 Other Deadlines: _____
Grant Start Date: 7/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Stefanie Reid-Danielson Program Income Requirement: None
Pre-Application Meeting Schedule: _____ N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

This funding aligns with the strategic priority to increase self-sufficiency for our clients as well as the priority to ensure safe, healthy and secure communities by addressing transportation needs of older adults and persons with disabilities in the community.

2. What, if any, are the community partners who might be better suited to perform this work?

Not at this time.

3. What are the objectives of this grant? How will we meet these objectives?

To provide an alternative cost-effective option to paratransit, or inaccessible fix-route service, to older adults and persons with disabilities in the areas that have limited access to public transit as well as those in unserved areas of the County inside the TriMet service district. Providing these dedicated priority services frees up other funds to provide rides to other consumers for nutrition, shopping and personal business.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes - If awarded this will create ongoing funding for this project within the TRP Programs.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No partnerships are required and all rides are provided by TRP.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant?

Quarterly reports to TriMet

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Existing data sources maintained by Social Services Admin Staff

3. What are the fiscal reporting requirements for this grant?

Quarterly reports to TriMet

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Should this funding not be applied for the community-based transportation services would be negatively impacted as the Dialysis and non-emergency Medical transportation pilot projects would be terminated. This would, in turn, reduce access to transportation for medical/life sustaining medical needs as well as transportation for other needs such as nutrition, shopping and access to other supportive service programs offered by the County and State of Oregon.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No, Indirects are already covered by other funding.

Program Approval:

Teresa Christopherson

1/8/2019



Name (Typed/Printed)


Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	1-8-15	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	1/9/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

January 17, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with Ride Connection, Inc to provide funding for Transportation Services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$997,075. The contract is funded through the Ride Connection, Inc agreement with TriMet and the Oregon Dept. of Transportation.
Funding Source	State Special Transportation Formula Funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a continuation grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds through Ride Connection, Inc. for services provided by members of the Transportation Consortium of Clackamas County for area older adults (persons age 60+) and people with disabilities. The consortium includes 25 agencies consisting of community-based elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This grant would provide funding for Clackamas County Transportation Consortium rural program partners in the amount of \$629,269 for transportation services and \$367,807 for Consortium urban program partners. Transportation services are offered to area older adults and persons with disabilities that have limited or no access to public transportation. This is the fifteenth funding cycle that Social Services is applying for continuation funding for transportation services to elderly and disabled transportation programs provided by some members of the Clackamas County Transportation Consortium.

The initial two-year grant for expanded service was approved by the BCC at the November 24, 1999 meeting and renewed biannually thereafter. The grand total amount of this proposed two year

Healthy Families. Strong Communities.

renewal application will be up to \$997,075. The grant, if awarded, would have no effect on staffing. No County General Funds are involved. This STF funding will fund the Clackamas County Transportation Consortium for FY20/21 and FY21/22 for the following services:

Rural transportation programs operated by Clackamas senior/community centers and the Transportation Reaching People program provide transportation services to older adults and persons with disabilities who live outside of the TriMet district or outside the centers regular service area. Rides are provided by senior center vans and volunteer drivers using their own vehicles. Rides are provided to nutrition sites, medical appointments, personal business and social activities. The specific centers and services included in this Special Transportation Formula Funds for transportation services are the following: Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, Sandy Senior and Community Center, and Transportation Reaching People. The urban funding portion of this grant is for the Transportation Reaching People program providing the same types of rides seniors and persons with disabilities who live inside of the TriMet district. Funding is also provided to Social Services for administrative costs.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing & Human Services Dept.

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 STF Formula and Section 5310 Funding Applications
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Stefanie Reid-Danielson
Requestor Contact Information: 503-655-8330 stefanierei@clackamas.us
Department Fiscal Representative: same
Program Name or Number (please specify): Various (05339, 05340, 05346, 05347)
Brief Description of Project:

Continuation grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds passed through Ride Connection, Inc. for transportation services provided by members of the Transportation Consortium of Clackamas County for area older adults (persons age 60+) and people with disabilities.

Name of Funding (Granting) Agency: Ride Connection via TriMet & ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://trimet.org/meetings/stfac/grants.htm>

OR

Application Packet Attached: Yes No

Completed By: Stefanie Reid-Danielson Date: 1/8/2019

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 12/5/2018
CFDA(s), if applicable: N/A
Announcement Date: 12/5/2018 Announcement/Opportunity #: N/A
Grant Category/Title: STF E&D Transportation Max Award Value: \$997,075
Allows Indirect/Rate: _____ Match Requirement: None
Application Deadline: 1/3/2019 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2022
Completed By: Stefanie Reid-Danielson Program Income Requirement: None
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

This grant provides funding for ongoing transportation services that are offered to area older adults and persons with disabilities that have limited or no access to public transportation.

2. What, if any, are the community partners who might be better suited to perform this work?

While there are no community partners better suited to manage these funds as a whole Social Services partners with Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, and the Sandy Senior and Community Center for the delivery of these transportation services

3. What are the objectives of this grant? How will we meet these objectives?

To provide an alternative option to paratransit, or inaccessible fix-route service, to older adults and persons with disabilities in the areas that have limited public transit as well as those in unserved areas of the County outside the TriMet service district.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes - this is ongoing funding for the indicated transportation programs.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

While no partnerships are required, Social Services partners with Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, and the Sandy Senior and Community Center for the most efficient delivery of these transportation services


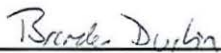
3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

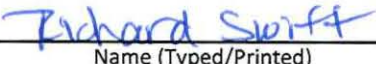

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
 Name (Typed/Printed)	1-8-15 Date	 Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
 Name (Typed/Printed)	1/9/19 Date	 Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.**

Special Transportation Fund Subrecipient Application

This application is a tool provided to Subrecipients, who want to apply to their STF agencies for STF projects.

A. Applicant Information

Transit Agency

Transit Agency Name

Ride Connection, Inc.; DBA, Ride Connection

Address

9955 NE Glisan Street

Address Line 1

Portland

City

Oregon

State

97220

Zip Code

Agency Web Address

www.rideconnection.org

Name of Application Contact

Dean Orr, Assets

Title of Application Contact

Dean Orr, Assets

Phone of Application Contact

(503) 528-1728

Email of Application Contact

dorr@rideconnection.org

Special Transportation Fund Agency

Special Transportation Fund Agency

Tri County Metropolitan Transportation District of Oregon

STF Agency Contact Name

Vanessa Vissar

STF Agency Contact Title

Senior Planner

STF Agency Contact Phone Number

(503) 962-2290

STF Agency Contact Email

vissarv@trimet.org

This email address will receive the completed STF subrecipient application.

B. Transit Agency and Project Descriptions

Project 1

Project Title

STF: TRP Paid Driver Services

Project Description

TRP rides provided using two wheelchair accessible vans, two wheelchair accessible buses and, on a limited basis, a non-wheelchair accessible sedan with paid drivers operating all vehicles. This grant provides funding specific to the operation of this portion of the TRP transportation services. This program allows seniors and adults with disabilities in Clackamas County to maintain their independence by providing reliable transportation to medical appointments and personal business. All riders receive Door to Door service.

Total STF funds awarded to project

\$318,348.00

Project Type

Operating

Recipient Agency Name

Clackamas County Social Services Division

Address

2051 Kaen Rd., PO Box 2950

Address Line 1

Oregon City

City

Oregon

State

97045

Zip Code

Recipient Agency Contact Name

Teresa Christopherson

Recipient Agency Contact Title

Administrative Services Manager

Recipient Agency Contact Email

teresachr@co.clackamas.or.us

Recipient Agency Contact Phone

(503) 650-5718

Recipient Agency Contact Fax

(503) 655-8889

Project 2

Project Title

STF: TRP School/Work Access Services

Project Description

This project is specific to the operation of TRP services that replaced the former Job Access/Reverse Commute (JARC) program, providing rides to between 9 and 11 riders who are disabled and have no other transportation resources available to them. This program is designed to continue JARC services to residents who would otherwise not have access to transportation. This project promotes participation in activities that increase self-sufficiency; such as school and employment related classes/events. All riders receive Door to Door service.

Total STF funds awarded to project

\$63,595.00

Project Type

Operating

Recipient Agency Name

Clackamas County Social Services Division

Address

2051 Kaen Rd., PO Box 2950

Address Line 1

Oregon City

Oregon

97045

City

State

Zip Code

Recipient Agency Contact Name

Teresa Christopherson

Recipient Agency Contact Title

Administrative Services Manager

Recipient Agency Contact Email

teresachr@co.clackamas.or.us

Recipient Agency Contact Phone

(503) 650-5718

Recipient Agency Contact Fax

(503) 655-8889

Project 3

Project Title

STF: TRP Volunteer Mileage Support

Project Description

This project specifically supports the TRP rides that are provided by volunteer drivers transporting clients in their own personal vehicle. The project provides funding specific to the mileage reimbursement to volunteer driver of the TRP program. These drivers are dispatched by either the TRP staff at the Oregon City central office or, for the rural drivers, by Staff at the local Community Center where the volunteer lives. All riders receive Door to Door service.

Total STF funds awarded to project

\$62,907.00

Project Type

Operating

Recipient Agency Name

Clackamas County Social Services Division; Transportation Consortium

Address

2051 Kaen Rd., PO Box 2950

Address Line 1

Oregon City

Oregon

97045

City

State

Zip Code

Recipient Agency Contact Name

Teresa Christopherson

Recipient Agency Contact Title

Administrative Services Manager

Recipient Agency Contact Email

Recipient Agency Contact

Recipient Agency

teresachr@co.clackamas.or.us

Phone
(503) 650-5718

Contact Fax
(503) 655-8889

Project 4

Project Title

STF: Out of District Base Service

Project Description

Service is provided all Clackamas County resident who lives outside of the TriMet district who are either 60 plus or have a disability. Rides are provided using both paid and volunteer drivers. Providers: Canby Adult Ctr., Estacada Comm. Ctr., Hoodland Sr. Ctr., Molalla Adult Comm. Ctr., Pioneer Comm. Ctr., Sandy Sr. & Comm. Ctr., and the Transportation Reaching People (TRP) Volunteer Driver program. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. All riders receive door to door service.

Total STF funds awarded to project

\$329,940.00

Project Type

Operating

Recipient Agency Name

Clackamas County Social Services Division; Transportation Consortium

Address

2051 Kaen Rd., PO Box 2950

Address Line 1

Oregon City

City

Oregon

State

97045

Zip Code

Recipient Agency Contact Name

Teresa Christopherson

Recipient Agency Contact Title

Administrative Services Manager

Recipient Agency Contact Email

teresachr@co.clackamas.or.us

Recipient Agency Contact Phone

(503) 650-5718

Recipient Agency Contact Fax

(503) 655-8889

Project 5

Project Title

STF: Senior Center Specialized Services

Project Description

Project provides rides to any Clackamas County adult resident who is 60 plus or an adult with disabilities living in the historically un-served targeted areas of Hoodland-Welches School District; NCPRD-Milwaukie-Happy Valley and Rock Creek areas of North Clackamas County; Molalla-Molalla River School District; Sandy-Oregon Trail School District, exclusive of Hoodland, and historically under-served areas in the Gresham/Barlow School District that are within Clackamas County. Trips must originate within service area but can go to a destination outside the area.

Total STF funds awarded to project

\$318,348.00

Project Type

Operating

Recipient Agency Name

Clackamas County Social Services Division; Transportation Consortium

Address

2051 Kaen Rd., PO Box 2950

Address Line 1

Oregon City

Oregon

97045

City

State

Zip Code

Recipient Agency Contact Name

Teresa Christopherson

Recipient Agency Contact Title

Administrative Services Manager

Recipient Agency Contact Email

teresachr@co.clackamas.or.us

Recipient Agency Contact Phone

(503) 650-5718

Recipient Agency Contact Fax

(503) 655-8889

Submitting Your Application

Subrecipient Agencies: submit your application to your STF Agency by using the "Submit" button, attaching any supporting documents.

Additional Supporting Documents (Optional)

fy-20-21-stfact-applicant-information-form Consortium STF.pdf

STF App - Consortium STF Ctrs Specialized.docx

STF App - Consortium STF Out of District.docx

STF App - TRP Pd Dr Service.docx

STF App - TRP Sch-Wrk Access.docx

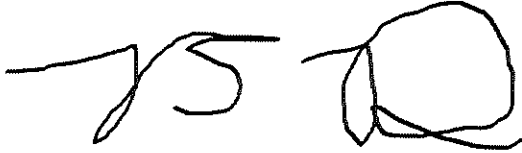
STF App - TRP Vol Milage Support.docx

The person signing this form must have the legal authority to submit this application on behalf of the

applicant.

By electronically signing and submitting this form, the agency representative certifies that the information on the application is true and accurate to the best of his or her knowledge.

Signature

A handwritten signature in black ink, consisting of a stylized 'J' followed by a 'S' and a large, rounded 'D'.

Print Name

Brenda Durbin

January 17, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
Hillside Christian Fellowship for Warming Center Services

Purpose/Outcomes	Contractor will provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold.
Dollar Amount and Fiscal Impact	\$173,580
Funding Source	Oregon Housing and Community Services Department, State Homeless Assistance Program (SHAP) funds
Safety Impact	None
Duration	December 2, 2018 through April 15, 2019
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9065

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement with Hillside Christian Fellowship (HCF) to provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold and to coordinate volunteers for the network of warming centers.

This agreement is funded with State of Oregon SHAP funds from the Oregon Housing and Community Services Department to provide emergency shelter bednights to unhoused individuals.

This agreement is effective December 2, 2018 through April 15, 2019. The value of the agreement is \$173,580. This agreement was approved by County Counsel on October 18, 2018. The agreement is retroactive due to challenges HCF faced in finalizing operations and start-up funding needs. There are no County General Funds involved.

RECOMMENDATION:

Staff recommends approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

AGENCY SERVICE CONTRACT

Contract # 9065

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and Hillside Christian Fellowship, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide 2 overnight warming center sites to serve un-housed individuals in Clackamas County during periods of extreme cold as more fully described in **Exhibit A: Scope of Work & Performance Standards** attached hereto.

- B. Services required under the terms of this agreement shall commence **December 2, 2018** of this agreement and shall terminate **April 15, 2019**.

II. COMPENSATION AND RECORDS

1. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in **Exhibit A** and completing the requirements of **Exhibit B: Reporting Requirements** attached hereto.

Total maximum compensation under this contract shall not exceed **\$173,580** as follows:

- a. Start-up/operating support not to exceed **\$22,800**.
- b. Bednights are paid at **\$26.00** per occupied bed on each night the warming centers are opened under conditions as described and as authorized by COUNTY in **Exhibit A**.

Total for bednights not to exceed **\$133,380**.
- c. HMIS software licensing and fees will be paid to AGENCY upon submittal of invoices AGENCY paid to Clackamas County Community Development Division for actual HMIS costs. Estimated reimbursement will be up to **\$2,000** to AGENCY to cover 3 users and 3 licenses, based on actual expenses charged by Community Development.
- d. Payroll for volunteer coordinator not to exceed **\$15,400** (including taxes and fringe benefits).

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, AGENCY shall submit invoices and accompanying reports as follows:

As required in **Exhibit B: Reporting Requirements** and **Exhibit C: Budget**.

Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports,

performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in **Exhibit D, Special Requirements**, attached hereto and incorporated herein. AGENCY must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY'S warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
 - 1. Termination of this contract, in whole or in part;
 - 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
 - 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- B. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

E. Tax Laws. AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.
5. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
6. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' written notice COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
7. Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
8. Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to county. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
9. Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.
10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

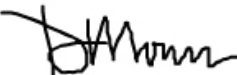
- D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- E. Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or 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.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
- H. Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
 - 1. AGENCY shall:
 - a. make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
 - 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:
 - a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
 - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
 5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 6. **Workers' Compensation.** All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- J. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- K. Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- L. Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.
- V. **TERMINATION**
- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
 2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
 3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
 5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work and Performance Standards
- Exhibit B: Reporting Requirements
- Exhibit C: Budget
- Exhibit D: Special Requirements
- Attachment 1: Invoice Template
- Attachment 2: HMIS Data Collection Forms for Entry
- Attachment 3: HMIS Data Collection Forms for Re-Entry
- Attachment 4: Sign-In Sheets

AGENCY
HILLSIDE CHRISTIAN FELLOWSHIP

By: 

David Michael Morris, Lead Pastor
Hillside Christian Fellowship

January 7, 2019

Date

12042 SE Sunnyside Rd #535
Street Address

Clackamas OR 97015
City / State / Zip

(971) 221-2613 /
Phone / Fax

Tax ID#: 20-1125844
State of Oregon Registry #: 223099-91

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

January 17, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3 to a Professional Services Agreement with
Laboratory Corporation of America (LabCorp) for
laboratory services for Clackamas County Health Centers Division (CCHCD).

Purpose/Outcomes	Contractor will provide clinical laboratory services to CCHCD clinics.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$150,000, bringing the contract maximum to \$700,000.
Funding Source	No County General Funds are involved. Fee for service through Health Centers clinics.
Duration	Effective April 1, 2014 and terminates on March 31, 2020
Previous Board Action	The Board previously viewed this contract on November 29, 2018 – agenda item 112918 – A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	6521_03

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #3 to a Professional Services Agreement with LabCorp for clinical laboratory services for CCHCD related to Primary Care and Behavioral Health patient services.

LabCorp will provide professional laboratory services including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

Additional funding is needed to ensure no break in services until the term of the agreement. Amendment #3 adds \$150,000, bringing the maximum value of this contract to \$700,000. This Amendment is effective upon signature and terminates on March 31, 2020. A RFP is being developed for solicitation in accordance with ORS and LCRB Rules.

Recommendation

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 17, 2018

Board of Commissioners
Clackamas County
Members of the Board:

**Acceptance of the Oregon Department of Transportation Safe Communities Grant for
Educational Outreach on the Transportation Safety Action Plan**

Purpose/ Outcomes	Awarded funds will be used for educational outreach centered on the adoption of the new Transportation Safety Action Plan that the Department of Transportation is updating.
Dollar Amount and Fiscal Impact	\$10,000 in awarded grant funds
Funding Source	Oregon Department of Transportation and Road Fund for match requirement.
Duration	12 Months
Previous Board Action	09/24/2018: County Administration approval to apply for the grant
Strategic Plan Alignment	<ul style="list-style-type: none">• Ensure safe, healthy and secure communities.
Contact Person	Joseph Marek, Traffic Engineering Supervisor x 4705.
Contract No.	SA-19-25-08

The Department of Transportation and Development has recently been awarded \$10,000 from Oregon Department of Transportation Safe Communities Grant. The funds will be used for educational outreach centered on the adoption of the new Transportation Safety Action Plan (TSAP) that department of transportation is updating. The Transportation Safety Action Plan will be coming to the board for approval in early spring of 2019.

Clackamas Safe Communities, or Drive to Zero, has a mission to reduce fatal and serious injury crashes and has been the recipient of ODOT-TSD funding since program inception in 2005.

The County's Drive to Zero initiative is an inspiring goal. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward

the behavioral change that is necessary. The TSAP and the embodiment of Drive to Zero needs effective communication that is centered on county stories told by county citizens. We hope that target audiences see themselves in these stories and add to the collection of stories of how together, as a county, we can achieve this inspiring vision. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county.

RECOMMENDATION:

Staff recommends the Board acceptance of the grant award of \$10,000.00 from Oregon Department of Transportation - Safety Communities.

Respectfully submitted,

Rob Sadowsky
Transportation Safety Outreach Coordinator



Oregon

Kate Brown, Governor

Department of Transportation
Transportation Safety Division, MS #3
4040 Fairview Industrial Drive SE
Salem, OR 97302-1142
Phone: (503) 986-3883
Fax: (503) 986-3143

December 21, 2018

Attention: Joseph Marek, Project Director
Clackamas Co. Dept. of Transportation Development
150 Beaver Creek Road
Oregon City, OR 97045

RE: CLACKAMAS COUNTY SAFE COMMUNITY
Project Number: SA-19-25-08

Congratulations! Your FY 2019 Traffic Safety Project is approved.

Enclosed is the executed project agreement, authorizing you to proceed as of December 21, 2018.

Your Agency Claim for Reimbursement and Quarterly Highway Safety Project Report forms have been customized. Electronic files for these and other grant forms will be emailed to you.

If you have questions regarding the forms, please contact Naomi Dwyer, Grants Assistant at (503) 986-4202. Your project number and name should be referenced in all correspondence regarding this project. The Assistance Listing (CFDA) number for this grant is, 20.600.

Thank you for responding to our grant program and for all the effort required to make this project a reality and a success. Efforts like this will make our highways and byways safer for all Oregonians!

Sincerely,

Traci Pearl, Highway Safety Section, Manager
Transportation Safety Division

cc: Grant File
TSD Project Manager

DRAFT

Approval of Previous Business Meeting Minutes:

December 13, 2018

December 20, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, December 13, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer – *via phone*
Commissioner Ken Humberston
Commissioner Paul Savas
Paul Reynolds, Housing Authority Commissioner

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Commissioner Schrader is out of the office attending another meeting and will not be in attendance today. Commissioner Fischer will participate via telephone.

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Reynolds Aye.
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2019
2. Approval of Resolution No. 1935 to Apply for 4% Low Income Housing Tax Credits for the Renovation of Hillside Manor through Oregon Housing and Community Services

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Recognition of the 5 Year Anniversary of the Family Justice Center “A Safe Place”
Chair Bernard: Since December 2013, the Family Justice Center, A Safe Place in Clackamas County has been helping individuals and families by providing support and safety planning for anyone experiencing family violence, sexual violence, stalking, or abuse against older adults and people with disabilities. We are proud to recognize the 5 year anniversary of the Family Justice Center and the wonderful professionals who work there. Also, in recognition of the need for more space for the Family Justice Center we have identified an expanded location in our planned building in the Red Soils Masterplan to be located along the curve on Beaver Creek Road opposite the entrance to Kane Road.
Sheriff Craig Roberts and Melissa Erlbaum, Clackamas Women’s Services shared more information and success stories about the Family Justice Center, A Safe Place.
~Board Discussion~ presentation of a plaque and photo.

III. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. John Niemeyer, Gladstone – Appeal of Planning Director’s decision to approve construction of a 126,360-square-foot concrete tilt-up warehouse/office building and associated site work – concerned about river impacts.
2. Les Poole, Gladstone – need more outreach for vehicle transportation fee, tolling effects and safety.

~Board Discussion~

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of Sub-recipient Grant Agreement No.19-006, with Folk-Time, Inc. for Peer-Directed Mental Health Support Services in Clackamas County – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of Local Agency Agreement No. 32579 with Oregon Department of Transportation for Federal Fund Exchange for Rural Intersection and Curve Warnings
2. Approval of a Contract with Quincy Engineering, Inc. for the Bull Run Bridge, Bull Run Road Report – *Procurement*

C. Finance Department

1. Approval of the Contract Document with Cintas Corporation for First Aid Supplies and Services using the US Communities Cooperative Contract - *Procurement*

D. Elected Officials

1. Request by the Clackamas County Sheriff’s Office to Enter into an Amendment to the Intergovernmental Agreement with Oregon State Marine Board – *CCSO*
2. Approval of the Clackamas County Investment Policy – *Treasurer*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:22 AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<https://www.clackamas.us/meetings/bcc/business>

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, December 20, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Clackamas County 2018 Accomplishments – A Year in Review
Dylan Blaylock, Public & Government Affairs presented the staff report and introduced a video which highlighted several accomplishment throughout 2018.
~Board Discussion~

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – a successful Lions Club food drive, opposition to tolling and the need for more evening business meetings.
2. Katie Farrell, Wilsonville, Representing Oregon River Safety & Preservation Alliance - would like BCC support asking the legislative delegation for laws to enforce the use of boats for wave surfing. Ms. Farrell asked the Board to attend a meeting with the Soil and Water Conservation on Jan. 16th to get a full presentation on this issue. She gave each BCC a binder with more information.

The Board will attend if schedules allow and include PGA staff.

III. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Professional, Technical, and Consultant Contract with Alfredo J. Soto, M.D. to Serve as Medical Director for the Behavioral Health Division – *Behavioral Health*
2. Approval of a HOME Loan Agreement with River Glen Renewal Associates, LLC to Rehabilitate the River Glen Apartments in Gladstone – *Housing & Community Development*
3. Approval of a Subrecipient Grant Agreement with Northwest Family Services for Youth Marijuana and Substance Abuse Prevention Efforts in North Clackamas – *Children, Family & Community Connections*

4. Approval of a Subrecipient Grant Agreement with Todos Juntos for Youth Substance Abuse Prevention – *Children, Family & Community Connections*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Intergovernmental Agreement with City of Milwaukie for Work Related to the Monroe Street Design Plan
2. Authorization to Purchase One 500X High Dump Sweeper from Tymco Inc., Delivered by Pac West Machinery for the Transportation Maintenance Division - *Procurement*

C. Finance Department

1. Approval of a Contract with Hal's Construction, Inc. for the County Campus Parking Lot Repair Project - *Procurement*

D. Elected Officials

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

E. Administration

1. Approval of a Contract with the Athena Group, LLC for the Community Outreach and Engagement of the Equity Pilot Area Project - *Procurement*

F. Technology Services

1. Approval of ORMAP Intergovernmental Agreement Contract No. 3739-18 with Oregon Department of Revenue for Digital GIS Tax Lot Conversion
2. Approval of a Telecommunication Services Contract with Atos IT Solution and Services Inc. for Voice Communication Services - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Addendum No. 2 to the Development Agreement between North Clackamas Parks & Recreation District and Hidden Falls Development, LLC
2. Approval of a Personal/Professional Services Contract between North Clackamas Parks & Recreation District and Cascadia Northwest Officials, LLC for Basketball Officials – *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURN - 11:12 AM

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



January 17, 2019

Board of Commissioners
Clackamas County
Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Closing Documents for Hidden Falls Property

Purpose/Outcomes	Closing of transaction to purchase Hidden Falls Park Property in Happy Valley.
Dollar Amount and Fiscal Impact	Total Project Cost \$1,722,090 Amount already in escrow \$1,135,279 Balance paid at closing \$595,421.31 (including closing costs)
Funding Source	NCPRD Zone 3 SDCs and General Fund
Duration	Once closing documents are executed, ownership into perpetuity
Previous Board Action	<ul style="list-style-type: none"> • NCPRD Board Meeting 7/20/2017 – Approved Purchase and Sale and Development Agreements • NCPRD Board Meeting 12/21/2017 – Approved Addendum #1 to the Development Agreement • BCC Business Meeting 12/20/2018 – Approved Addendum #2 to the Development Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning & Development Manager</i> , 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”), a division of Business and Community Services, requests approval of the closing documents to complete the purchase and transfer of the Hidden Falls Park property.

This sale is the result of a Purchase and Sale Agreement and Development Agreement with Hidden Falls Development, LLC. These agreements are enabling NCPRD to acquire approximately 21.3 acres of land in a unique, forested natural area bisected by Rock Creek with a waterfall and a 0.84-mile trail improvement including a bridge over the creek with a view of the waterfall, which is a segment of the 34-mile Regional Mt. Scott/Scouters Mountain Trail Loop (Multi-Use Trail).

This project was approved as part of NCPRD’s Adopted Budget for FY 2017/18. It is also included in NCPRD’s 2007 System Development Charges (SDC) Capital Improvement Plan. The SDC methodology provides for land acquisition to be 66.65% SDC-eligible and development of the Multi-Use Trail to be 47.99% SDC-eligible. The Multi-Use Trail was adopted by Metro in 2013 and subsequently identified in the City of Happy Valley’s Transportation System Plan.

The development included a ten-foot wide multi-use asphalt trail, a 110-foot bow-truss bridge, view areas of the falls that are separate from the trail, safety fencing and several resting places located adjacent to the trail. The improvements meet all of NCPRD development standards.

County Counsel has reviewed and approved the content of the closing documents.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing board of North Clackamas Parks and Recreation District, approve the closing documents in a substantially similar form to the attached drafts, and authorize Chair Bernard to sign on behalf of the Board and execute all documents necessary to effectuate the closing of this transaction.

ATTACHMENT:

1. Draft Closing Documents

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

Fidelity National Title Company of Oregon

12809 SE 93rd Avenue, Clackamas, OR 97015
Phone: (503)786-0340 | Fax: (503)786-0424

BORROWER'S STATEMENT

Settlement Date: January 11, 2019
Disbursement Date: January 11, 2019

Escrow Number: 45141719007A
Escrow Officer: Carrie Redifer
Email: carrie.redifer@fnf.com

Borrower: North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

Seller: Hidden Falls Development LLC
1980 Willamette Falls Drive # 200
West Linn, OR 97068

Property: Parcel 9, PP No. 2017-032 and Tract "E", Hidden Falls No. 3
Clackamas, OR 97015

	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION				
Sale Price of Property		1,650,000.00		
Deposit by NCPRD				1,050,279.00
Seller donation towards property				599,721.00
Contingency Funds				85,000.00
PRORATIONS/ADJUSTMENTS				
Cost for park construction		1,154,160.00		
Park construction change orders		117,930.00		
County Taxes at \$16,244.78	01/12/19 to 07/01/19 (\$16,244.78 / 365 X 170 days)	7,566.06		
Seller donation towards park construction				600,279.00
TITLE & ESCROW CHARGES				
Title - E-Recording Fee	Fidelity National Title Company of Oregon		5.00	
Title - Escrow Fee	Fidelity National Title Company of Oregon		926.25	
GOVERNMENT CHARGES				
Recording Fees	Fidelity National Title Company of Oregon		113.00	
Subtotals		2,930,700.31		2,335,279.00
Balance Due FROM Borrower				595,421.31
TOTALS		2,930,700.31		2,930,700.31

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

North Clackamas Parks and Recreation
District

BY: _____
Jim Bernard, NCPRD Board of
Directors



Carrie Redifer, AVP/Branch Manager
Fidelity National Title Company of Oregon
12809 SE 93rd Avenue
Clackamas, OR 97015
Phone: (503)786-0340 Fax: (503)786-0424

Date: January 9, 2019
Escrow No.: 45141719007A-CR
Property: Parcel 9, PP No. 2017-032 and Tract "E",
Hidden Falls No. 3
Clackamas, OR 97015

I have read the Preliminary Report dated January 2, 2019 covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances therein General Exception No(s). 1-5 and Specific Item and Exception No(s). 7, pd current; 8-14, 16, 19-23, 27-37 of said report, in addition to those specific items described in my escrow instructions or created by me. I know of no other matters pertaining to the condition of title other than stated in this report. Further, we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of a copy of said Preliminary Report.

In addition to the above, the undersigned hereby approve the legal description shown in Schedule A of said report and authorize the use of said description on all documents in this transaction.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

North Clackamas Parks and Recreation District

BY: _____ Date _____
Jim Bernard, NCPRD Board of Directors

Fidelity National Title Company of Oregon

By: Carrie Redifer _____ Date _____
Carrie Redifer, AVP/Branch Manager



Fidelity National Title

Company of Oregon

12809 SE 93rd Avenue, Clackamas, OR 97015
(503)786-0340 FAX (503)786-0424

PRELIMINARY REPORT

ESCROW OFFICER: Carrie Redifer
carrie.redifer@fnf.com
503-786-0340

ORDER NO.: 45141719007
Supplement 2nd - adding Tract "E"

TITLE OFFICER: Sheri Schriver

TO: Fidelity National Title Company of Oregon
12809 SE 93rd Avenue
Clackamas, OR 97015

ESCROW LICENSE NO.: 900400383

OWNER/SELLER: Hidden Falls Development, LLC

BUYER/BORROWER: North Clackamas Parks and Recreation District (NCPRD)

PROPERTY ADDRESS: Parcel 9 PP2017-032 & Tract E Hidden Falls, Clackamas, OR 97015

EFFECTIVE DATE: January 2, 2019, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 1,650,000.00	\$ 1,999.00
Owner's Standard (Builder's Rate)		
Government Lien Search		\$ 120.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Hidden Falls Development LLC, an Oregon limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF CLACKAMAS, COUNTY OF CLACKAMAS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

PARCEL I:

Parcel 9, PARTITION PLAT NO. 2017-032, in the City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded May 2, 2017 as Document No. 2017-29436.

PARCEL II:

Tract "E", HIDDEN FALLS NO. 3, in the City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded November 9, 2018 as Document No. 2018-068766.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The Land has been classified as Forest land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
Affects: Account No. 00417098
7. City Liens, if any, in favor of the City of Happy Valley. None found as of December 3, 2018.
8. The Land is within, and is subject to the statutory powers, including the power of assessment, of the Water Environment Services. None found as of December 3, 2018.
9. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Rock Creek .
10. Any adverse claim based upon the assertion that said Land or any part thereof is now or at any time has been included within a navigable river, slough, or other navigable body of water.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The State of Oregon, by and through its Department of Environmental Quality
Purpose: On site sewage disposal system
Recording Date: June 30, 1993
Recording No: 93-045839
Affects: As delineated on PARTITION PLAT NO. 2007-084 and on PARTITION PLAT NO. 2013-063.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Clackamas County Service District No. 1
Purpose: Sanitary sewer
Recording Date: August 23, 2006
Recording No: 2006-077584
Affects: Parcels 8 and 9-also delineated on Partition Plat No. 2007-084, Partition Plat No. 2013-063, Partition Plat No. 2017-032-20, and Tract E, Hidden Falls No. 3

13. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat 2007-084

14. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 2013-063

15. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$5,500,000.00
Dated: November 3, 2016
Trustor/Grantor: Hidden Falls Development LLC, an Oregon limited liability company
Trustee: Fidelity National Title Company
Beneficiary: M&T Bank
Loan No.: Not disclosed
Recording Date: November 22, 2016
Recording No.: 2016-080663

Affects: This and other property.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

16. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 2017-032

17. [Intentionally Deleted]

18. [Intentionally Deleted]

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: ICON Construction & Development, LLC,
Purpose: Slope and Landscape
Recording Date: July 6, 2017
Recording No: 2017-045316
Affects: Southwesterly portion of Parcel 9

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, storm drainage and sanitary sewer easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068768
Affects: See plat for location.

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, Storm Drainage and Sanitary Sewer Easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068769
Affects: See plat for location.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, Storm Drainage and Sanitary Sewer Easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068770
Affects: See plat for location.

23. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Hidden Falls No. 3
Recording Date: November 9, 2018
Recording No: 2018-068766

24. The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:
- Certification, with supporting documentation, that the board or other governing authority of the governmental body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances and statutes.
 - Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
 - Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

WARNING REGARDING DEED OR CONTRACT TO TAX-EXEMPT GOVERNMENTAL TRANSFEREE. Oregon law prohibits the county recording officer from recording a deed or contract to a tax-exempt governmental transferee, unless the deed or contract is accompanied by a certificate of payment of ad valorem county taxes. The certificate must be attested by the county assessor using a form prescribed by the Oregon Department of Revenue. Failure to allow adequate time for obtaining a certificate of payment may delay recording. This requirement is contained in Chapter 96, Oregon Laws 2015, effective Oct. 5, 2015.

25. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Hidden Falls Development LLC, an Oregon limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

26. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
- a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
 - c) Any facts which would be disclosed by an accurate survey of the Land

27. Declaration and Maintenance Agreement for on Site Stormwater Facilities

Recording Date: November 9, 2018
Recording No.: 2018-068772

Affects: Parcel II.

28. Perpetual Stormwater Maintenance Agreement

Recording Date: November 9, 2018
Recording No.: 2018-068776

Affects: Parcel II.

29. Perpetual Stormwater Maintenance Agreement

Recording Date: November 9, 2018
Recording No.: 2018-068778

Affects: Parcel II.

30. Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"Tract "E" is subject to a conservation easement for the benefit of Happy Valley over its entirety, except the area covered by the Storm drainage and Sanitary Easement Granted to Clackamas County Water Environment Services, AKA "WES". Conservation Easements are subject to City of Happy Valley Municipal Codes 16.12.030, 16.42.060, 16.63.20 and 16.63.060 and shall be subject to public access Easement as shown on this plat."

31. Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"The Access Easement over the Southeasterly Portion of Parcel 8 Partition Plat No. 2017-032 for the benefit of Parcel 9 of Partition Plat No. 2017-032 is hereby vacated by Virtue of this replat and the granting of other easements to said parcel 9 by this plat."

32. Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"Tract "E" open space shall be owned and maintained by the declarant their heirs successors and assignees. The retaining walls in Tract "E" shall be owned and maintained by the owner of Tract "E"."

33. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Access Easement
Affects: 20 feet wide over Tract "E" (Parcel II), see plat for exact location

34. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Sanitary Sewer Easement
Affects: Tract "E" (Parcel II)-See plat for exact location

35. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Storm Drainage Easement
Affects: Tract E(Parcel II)-See plat for exact location

36. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Storm Drainage Easement
Affects: Tract E (Parcel II)-See plat for exact location

37. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Sanitary Sewer Easement
Affects: Tract E (Parcel II)-See plat for exact location

ADDITIONAL REQUIREMENTS/NOTES:

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$2,008.90
Levy Code: 012-149
Account No.: 00417098
Map No.: 22E01 02100
(Affects Parcel I)

B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$34,469.45
Levy Code: 012-149
Account No.: 05019481
Map No.: 22E01 02101
(Affects Parcel II and other property)

Note: The new 2018-2019 tax account information for the herein described property has not yet been assigned.

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

C. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

- D. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: North Clackamas Parks and Recreation District (NCPRD)

- E. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- F. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$42.00	\$5.00
Washington	\$41.00	\$5.00
Clackamas	\$53.00	\$5.00
Yamhill	\$41.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- G. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

- H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- I. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

RECORDING REQUESTED BY:



Fidelity National Title
Company of Oregon

12809 SE 93rd Avenue
Clackamas, OR 97015

GRANTOR'S NAME:

Hidden Falls Development, LLC

GRANTEE'S NAME:

North Clackamas Parks and Recreation District

AFTER RECORDING RETURN TO:

Order No.: 45141719007-CR

North Clackamas Parks and Recreation District
150 Beavercreek Road
Oregon City, OR 97045

SEND TAX STATEMENTS TO:

North Clackamas Parks and Recreation District (NCPRD)
150 Beavercreek Road
Oregon City, OR 97045

APN: 05019481 (portion)
00417098

READ AND APPROVED:
X _____
X _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Hidden Falls Development LLC, an Oregon limited liability company, Grantor, conveys and warrants to North Clackamas Parks and Recreation District, county service district, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon:

PARCEL I:

Parcel 9, PARTITION PLAT NO. 2017-032, in the City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded May 2, 2017 as Document No. 2017-29436.

PARCEL II:

Tract "E", HIDDEN FALLS NO. 3, in the City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded November 9, 2018 as Document No. 2018-068766.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (**\$1,650,000.00**). (See ORS 93.030).

Subject and excepting to: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: _____

Hidden Falls Development LLC

ICON Construction & Development LLC, an Oregon limited liability company

BY: _____
Mark Handris, Managing Member

TR Oregon Holdings Inc., an Oregon Corp

BY: _____
Tim Bontkes, President

State of Oregon
County of Clackamas

This instrument was acknowledged before me on _____ by Mark Handris, Managing Member of ICON Construction and Development LLC, Member of Hidden Falls Development LLC, an Oregon limited liability company.

Notary Public - State of Oregon
My Commission Expires: _____

Province of British Columbia
Township of Langley

This instrument was acknowledged before me on _____ by Tim Bontkes, President of TR Oregon Holdings, Inc., Member of Hidden Falls Development LLC, an Oregon limited liability company.

Notary Public for British Columbia
My commission expires: N/A



Tami Little
County Assessor

DEPARTMENT OF ASSESSMENT AND TAXATION

Development Services Building
150 Beaver Creek Road | Oregon City, OR 97045

CERTIFICATE OF TAXES PAID

RE: Property Tax Account # 00417098 & 05019481

Assessor's Map # 22E01 02100 & 02101

Situs: 14488 SE 152nd Dr – Clackamas, OR 97015

As of this date, all taxes, fees, assessment or other charges as provided by Oregon Revised Statute 311.411 on the parcel referenced above have been paid in full.

Advance Tax was paid for the Forest Declass on September 12, 2019 in the amount of \$40,427.28.

Amount Paid: \$ 1,948.63 & 35,290.84

Date Paid: November 21, 2018 & October 15, 2018

Assessor/Deputy

January 8, 2019
Date

EXHIBIT "A"
Exceptions

Subject to:

City Liens, if any, in favor of the City of Happy Valley. None found as of recording.

The Land is within, and is subject to the statutory powers, including the power of assessment, of the Water Environment Services. None found as of December 3, 2018.

Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Rock Creek .

Any adverse claim based upon the assertion that said Land or any part thereof is now or at any time has been included within a navigable river, slough, or other navigable body of water.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The State of Oregon, by and through its Department of Environmental Quality
Purpose: On site sewage disposal system
Recording Date: June 30, 1993
Recording No: 93-045839
Affects: As delineated on PARTITION PLAT NO. 2007-084 and on PARTITION PLAT NO. 2013-063.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Clackamas County Service District No. 1
Purpose: Sanitary sewer
Recording Date: August 23, 2006
Recording No: 2006-077584
Affects: Parcels 8 and 9-also delineated on Partition Plat No. 2007-084, Partition Plat No. 2013-063, Partition Plat No. 2017-032-20, and Tract E, Hidden Falls No. 3

Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat 2007-084

Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 2013-063

Affects: This and other property.

Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 2017-032

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: ICON Construction & Development, LLC,
Purpose: Slope and Landscape
Recording Date: July 6, 2017
Recording No: 2017-045316
Affects: Southwesterly portion of Parcel 9

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, storm drainage and sanitary sewer easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068768
Affects: See plat for location.

EXHIBIT "A"
Exceptions

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, Storm Drainage and Sanitary Sewer Easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068769
Affects: See plat for location.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Water Environment Services
Purpose: Surface Water, Storm Drainage and Sanitary Sewer Easement Water Environment Services
Recording Date: November 9, 2018
Recording No: 2018-068770
Affects: See plat for location.

Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Hidden Falls No. 3
Recording Date: November 9, 2018
Recording No: 2018-068766

Declaration and Maintenance Agreement for on Site Stormwater Facilities

Recording Date: November 9, 2018
Recording No.: 2018-068772

Affects: Parcel II.

Perpetual Stormwater Maintenance Agreement

Recording Date: November 9, 2018
Recording No.: 2018-068776

Affects: Parcel II.

Perpetual Stormwater Maintenance Agreement

Recording Date: November 9, 2018
Recording No.: 2018-068778

Affects: Parcel II.

Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"Tract "E" is subject to a conservation easement for the benefit of Happy Valley over its entirety, except the area covered by the Storm drainage and Sanitary Easement Granted to Clackamas County Water Environment Services, AKA "WES". Conservation Easements are subject to City of Happy Valley Municipal Codes 16.12.030, 16.42.060, 16.63.20 and 16.63.060 and shall be subject to public access Easement as shown on this plat."

Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"The Access Easement over the Southeasterly Portion of Parcel 8 Partition Plat No. 2017-032 for the benefit of Parcel 9 of Partition Plat No. 2017-032 is hereby vacated by Virtue of this replat and the granting of other easements to said parcel 9 by this plat."

Conditions, restrictions and easements as shown on the plat of Hidden Falls No. 3, shown as follows:

"Tract "E" open space shall be owned and maintained by the declarant their heirs successors and assignees. The retaining walls in Tract "E" shall be owned and maintained by the owner of Tract "E"."

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Access Easement
Affects: 20 feet wide over Tract "E" (Parcel II), see plat for exact location

EXHIBIT "A"
Exceptions

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Sanitary Sewer Easement
Affects: Tract "E" (Parcel II)-See plat for exact location

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Private Storm Drainage Easement
Affects: Tract E (Parcel II)-See plat for exact location

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Storm Drainage Easement
Affects: Tract E (Parcel II)-See plat for exact location

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Sanitary Sewer Easement
Affects: Tract E (Parcel II)-See plat for exact location



Carrie Redifer, AVP/Branch Manager
Fidelity National Title Company of Oregon
12809 SE 93rd Avenue
Clackamas, OR 97015
Phone: (503)786-0340 Fax: (503)786-0424

Date: January 9, 2019
Escrow No.: 45141719007A-CR
Property: Parcel 9, PP No. 2017-032 and Tract "E",
Hidden Falls No. 3
Clackamas, OR 97015

You are hereby directed to close escrow and hold the sum of One Hundred Seventeen Thousand Nine Hundred Thirty Dollars And No/100 Dollars (\$117,930.00) from the account of Hidden Falls Development LLC for planting and installing an irrigation system.

Said funds are to be held in escrow trust account or savings account. (If savings account, have savings account instruction form executed.)

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS

1. Funds can be disbursed when the following conditions have been met: Developer is to notify NCPRD that work has been completed. NCPRD will have 10 business days to inspect the work completed and if the work has been completed to NCPRD's satisfaction they will then have 5 days escrow to release funds held to Hidden Falls Development LLC. If NCPRD does not agree that the Planting an Irrigation is complete, within 5 business days of the completeness inspection, NCPRD shall provide Developer with a complete list of all outstanding items.

In the event the requirements for release of funds as stated above have not been met by April 1, 2019, Escrow holder will obtain additional instructions from Developer and NCPRD on how to proceed per the terms of Page 2, item #6. Escrow will need mutual instructions prior to releasing any funds held after closing.

Escrow Holder shall not be held liable for any bill or group of bills presented individually or collectively in excess of the amount held. If funds held total less than the bills presented, pay entire amount held and notify parties hereto that the amounts held were not sufficient to satisfy bills presented. Any amount remaining due will be the responsibility of the parties hereto and shall not be the responsibility of the Escrow Holder.

The undersigned agree that there will be an initial charge of No Dollars And No/100 Dollars (\$0.00) for holding said funds and a service charge of No Dollars And No/100 Dollars (\$0.00) per calendar month for administering said funds. The service charge may be deducted from said funds for each and every calendar month or any portion thereof during which these funds are held.

Any modification(s) of these instructions shall be given mutually by the undersigned in writing and Escrow Holder is specifically instructed that only such mutual instructions are to be recognized.

In the event of conflicting claims to the funds held pursuant to these instructions, you have absolute right at your election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights amongst themselves, and you are authorized to comply with the requisite interpleader statutes of the State of Oregon in this regard. Any cost relative to same shall be deducted from the funds held.

When the Company has funds remaining in escrow over one hundred twenty (120) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

These instructions may be executed in counterparts, each of which shall be deemed an original, regardless of the date of execution and delivery. All such counterparts shall constitute one and the same document.

END OF INSTRUCTIONS

SUPPLEMENTAL ESCROW INSTRUCTIONS
FUNDS HELD
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SELLER(S):

Hidden Falls Development LLC

Date

ICON Construction & Development LLC, an Oregon
limited liability company

BY: _____
Mark Handris, Managing Member

TR Oregon Holdings Inc., an Oregon Corp

BY: _____
Tim Bontkes, President

BUYER (S):

North Clackamas Parks and Recreation District, a
county service district

BY: _____
Jim Bernard, NCPRD Board of Directors



Carrie Redifer, AVP/Branch Manager
Fidelity National Title Company of Oregon
12809 SE 93rd Avenue
Clackamas, OR 97015
Phone: (503)786-0340 Fax: (503)786-0424

Date: January 9, 2019
Escrow No.: 45141719007A-CR
Property: Parcel 9, PP No. 2017-032 and Tract "E",
Hidden Falls No. 3
Clackamas, OR 97015

Buyer hands you herewith collected funds pursuant to the closing statement approved by the undersigned buyer and:

- Read and approved preliminary title report
- Read and approved Statutory Warranty Deed
- Holdback Agreement

Which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

- Executed Statutory Warranty Deed

describing the real property as set forth in that certain preliminary title report issued by Fidelity National Title Company of Oregon No. 45141719007, dated January 2, 2019, which preliminary title report the undersigned has read and does hereby approve;

AND when you can cause to be issued an **Owner's Standard** coverage form Policy of Title Insurance from **Fidelity National Title Insurance Company** with a liability of **One Million Six Hundred Fifty Thousand And No/100 Dollars (\$1,650,000.00)** insuring the undersigned that title to the above referenced property:

SHOWING TITLE VESTED IN

North Clackamas Parks and Recreation District, a county service district

Subject to the usual printed exclusions and exceptions, current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable, and exceptions numbered 1-5, 7, pd current; 8-14, 16, 19-23, 27-37 of the above referenced title report, and further subject to any new encumbrance recorded at closing.

Seller hands you herewith the following:

- 1099
- Statutory Warranty Deed
- Oregon Withholding Exemption
- FIRTPA Affidavit
- Holdback Agreement

describing the real property as set forth in that certain preliminary title report issued by Fidelity National Title Company of Oregon No. 45141719007, dated January 2, 2019, which preliminary title report the undersigned has read and does hereby approve;

which you can use when you hold for the account of the undersigned Seller funds pursuant to the closing statement approved by the undersigned; and:

Prorate the following as of Recording of Deed:

- Real property taxes based on Parcel 9, account #00417098 - 8.58 acres - \$2,008.90
- Tract E consists of 12.8 acres of account #05019481 originally 30.95 acres or \$34,469.45
- Tract E is equal to 41.3% of the total parcel or \$14,235.88 of the total tax amount.
- Prorates are based on \$16,244.78.

ADDITIONAL INSTRUCTIONS

NONE

GENERAL INSTRUCTIONS

The General Provisions attached to these instructions are part of these instructions.

Buyer agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow. N/A

The items indicated by "POC" or "PAID" or "***" are included at the direction of the Lender for disclosure purposes only. The Escrow Holder/Settlement Agent has no knowledge of these expenditures, except as provided by the Lender. They have not and cannot be verified as to the amount, the payee, nor actual payment and no liability is assumed by the closing agent as to the validity and/or sufficiency thereof.

Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

SALE ESCROW INSTRUCTIONS

(continued)

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest. In the event you are paying in full the balance due on an existing trust deed and if a reconveyance of the trust deed is not recorded within sixty (60) days of it being paid off, you are requested to release the trust deed pursuant to the provisions of ORS 86.720.

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments or statements.

All terms and provisions of the agreement between the parties, amendments or addendums thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.

TRANSFER All Net Proceeds, or \$ _____

TO: _____

ATTN: _____

Seller proceeds, or balance thereof, at closing shall be delivered as follows:

Mail Hold for Pick Up Deposit to Account:

Bank: _____

Account No.: _____

Account Name: _____

ABA Routing No.: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

North Clackamas Parks and Recreation District

BY: _____
Jim Bernard, NCPRD Board of Directors

_____ Date

Address: _____

Phone: _____ Fax: _____

Email: _____

SELLER(S):

Hidden Falls Development LLC

ICON Construction & Development LLC, an Oregon limited liability company

_____ Date

BY: _____
Mark Handris, Managing Member

Address: _____

Phone: _____ Fax: _____

Email: _____

TR Oregon Holdings Inc., an Oregon Corp

BY: _____
Tim Bontkes, President

RECEIVED BY:

Fidelity National Title Company of Oregon

By: _____
Carrie Redifer, AVP/Branch Manager

_____ Date

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Fidelity National Title Company of Oregon, with any state or national bank, and may be transferred to any other such general escrow account or accounts. Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

Escrow Holder receives indirect benefits including but not limited to checks, deposit slips, data processing and account service and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. Escrow Holder or its affiliates may also elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. These benefits are passed on to the escrow principals through lower escrow fees. Pursuant to OAR 863-50-065, a good faith estimate of the value of the benefit is Twenty-Four and 12/100 Dollars (\$24.12) per escrow. By initialing below, we hereby acknowledge advisement of the disclosure.

NOTICE OF OPPORTUNITY. You have the opportunity to earn interest on your escrow funds by requesting Escrow Holder to set up an interest bearing account on your behalf. Escrow Agent will inform you of any fees it will charge to establish the account. Interest earned is dependent upon the amount of the deposit, the length of time of the deposit, and the prevailing interest rate.

All disbursements shall be made by check of Fidelity National Title Company of Oregon. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

If for any reason funds are retained or remain in escrow after closing date, Escrow Agent is authorized to deduct therefrom reasonable monthly charges as custodian thereof of one percent of the original balance but not less than Ten and No/100 Dollars (\$10.00) per month. Funds deposited into this escrow are to be maintained in a federally insured trust account and any escrow related services provided to Escrow Agent by any depository bank or savings and loan association are hereby consented to and approved.

Unless specifically instructed otherwise in writing, mail all funds and instruments deliverable to the parties in favor of them to their address indicated below. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer.

The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

2. PRORATIONS AND ADJUSTMENTS

Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the latest available tax statement (which may include reductions based on any deferral or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediate preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represents that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent. Buyer acknowledges that the assessor's office customarily mails tax notices for the July 1 to June 30 tax year in October of the tax year and that Escrow Agent cannot guarantee that the tax assessor's office will address the tax bill to Buyer. Buyer accepts responsibility for contacting the assessor's office and obtaining a tax bill in a timely manner. Buyer acknowledges that a discount applies only if taxes are paid in full on or before November 15 of the tax year and that interest and billing charges may accrue after November 15.

3. UTILITIES/POSSESSION

Transfer, payment and adjustment of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

4. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

You are further authorized to record any documents required by the lender pursuant to their instructions to secure its lien on the subject property. Said documents are authorized to be recorded prior to the lenders disbursement of loan funds pursuant to the loan agreement.

5. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancelation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

6. RIGHT OF CANCELANATION

Any principal instructing you to cancel this escrow shall file notice of cancelation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. If written objection is filed, you are authorized to institute an action in interpleader pursuant to provisions of paragraph number 9 contained herein,

7. PERSONAL PROPERTY

No examination, chattel or security interest search or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

Bills of sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Holder to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

8. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

9. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancelation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

GENERAL PROVISIONS

(continued)

10. TERMINATION OF AGENCY OBLIGATION

These instructions shall be binding on the undersigned until the close of business thirty (30) days from date hereon and shall be performed within said period or thereafter until written demand by the undersigned is made upon you for the revocation hereof; provided however, that your agency as Escrow Holder will not extend beyond six (6) months from the date set forth herein. Any such written notices shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written instructions of both parties unless otherwise specified herein.

11. SETTLEMENT STATEMENTS

The parties hereto agree to pay all items as set forth on the approved settlement statements. It is understood that certain items therein may be estimated figures and are subject to adjustment.

12. POST CLOSING FILE PROCESSING

It is understood and agreed that the "Reconveyance Fee" specified on the HUD-1 or Closing Disclosure form and on the Estimated Closing Statement is for payment of Trustee Fees, as well as reconveyance and post-closing file processing services.

13. COLLECTION OF FEES

Upon recordation and disbursement of documents and funds required herein, you are authorized to collect your fees earned as agreed to for your closing services. Parties agree to pay on demand, whether or not this escrow closes, any charges incurred by Escrow Holder on our behalf and its usual escrow fees and charges.

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company of Oregon as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not concerned with the enforcement of said laws.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer.

Fidelity National Title Company of Oregon will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company of Oregon will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company of Oregon is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company of Oregon is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company of Oregon is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company of Oregon is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be incorrect upon demand of Escrow Holder, parties responsible for payment will immediately pay the amount of any such deficiency.

If a reconveyance of the deed of trust is not recorded within sixty (60) days of its being paid off, you are requested to release the deed of trust pursuant to provisions of ORS 86.720.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company of Oregon has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company of Oregon is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. CLARIFICATION OF DUTIES

Fidelity National Title Company of Oregon serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

GENERAL PROVISIONS

(continued)

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

North Clackamas Parks and Recreation District

BY: _____
Jim Bernard, NCPRD Board of Directors

Date

SELLER(S):

Hidden Falls Development LLC

ICON Construction & Development LLC, an Oregon limited liability company

BY: _____
Mark Handris, Managing Member

Date

TR Oregon Holdings Inc., an Oregon Corp

BY: _____
Tim Bontkes, President

RECEIVED BY:

Fidelity National Title Company of Oregon

By: _____
Carrie Redifer, AVP/Branch Manager

Date



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract
between Water Environment Services and OBEC Consulting Engineers, Inc. for
Services During Construction for the 82nd Drive Bridge- North Approach Project

Purpose/Outcomes	Execution of the contract between Water Environment Services and OBEC Consulting Engineers, Inc. for Services During Construction for the 82 nd Drive Bridge- North Approach Project
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$196,708.00.
Funding Source	Capital Improvement : 639-01-20100-481020-P632165
Duration	Through January 31, 2021.
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Jessica Rinner, Civil Engineer, 503-742-4551

BACKGROUND:

The 82nd Drive bridge (built in 1921) was purchased by Clackamas County Service District No. 1 (CCSD1) in 1998 to provide a Clackamas River crossing for planned sanitary sewer conveyance piping. Significant rehabilitation efforts to the bridge structure itself were completed in 2002. This bridge now supports 12- and 20-inch diameter sanitary sewer forcemains, a gas line and an important link of the Clackamas Broadband Express fiber-optic communications system. The bridge is also a highly used pedestrian and bicycle crossing of the Clackamas River between the Cities of Gladstone and Oregon City.

The original south timber-supported approach to this bridge was replaced after the timber supports were destroyed in a 2006 fire.

In 2012, during the construction of the Intertie #2 sanitary sewer forcemain across this bridge, the north approach timber supports were evaluated by resistograph testing and found to be in unsafe condition. The bridge was closed to pedestrian traffic until a timber reinforcement design was completed by OBEC and the design implemented through our Intertie #2 construction contract. The design that was constructed in 2012 was for temporary reinforcement only of the existing timber supports with a 5-year design life.

In 2015, OBEC was hired by CCSD1 to complete a final design of a new north approach for the bridge, extend a new 30-inch diameter forcemain across the bridge, and seismic upgrades to the existing bridge structure. The bridge is designed to be used as an emergency vehicle river crossing in the event of a major seismic event.

PROCUREMENT PROCESS:

This contract was procured per ORS 279C.115, Direct Contracts for Services of Consultants. This Contract is a continuation of the original awarded RFP which was advertised in accordance with ORS and LCRB Rules with a contract execution date of 2/18/16. It was deemed necessary for the consultant to continue with work that was substantially planned and designed by the original awarded contract.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and OBEC Consulting Engineers, Inc. Services During Construction for the 82nd Drive Bridge- North Approach Project. Total Contract amount not to exceed \$196,708.00.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

Placed on the BCC Agenda on _____ by Procurement.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **OBEC Consulting Engineers, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **January 31, 2021**. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: **Services during Construction for the 82nd Drive Bridge- North Approach Project** (“Work”), further described in **Exhibit A**.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred ninety-six thousand seven hundred eight dollars (\$196,708.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and material basis in accordance with the costs and rates specified in Exhibit E. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, and E.

6. Contractor Data.

OBEC Consulting Engineers, Inc.

Address: 920 Country Club Road, Suite 100B
Eugene, Oregon 97401

Contractor Contract Administrator: Nick Robertson

Phone No.: 971-634-2020

Email: nrobertson@obec.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the District at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this

Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs

otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide services during construction (“SDC”) for the 82nd Drive Bridge- North Approach Replacement. Scope of Work consists of project management, engineering services, public outreach, construction management, post construction/closeout documentation, and safety.

Contract will be for Tasks 13 through 18 as detailed in **Exhibit D**, hereby attached and incorporated by reference.

The District Contract administrator for this Contract is: Jessica Rinner.

INVOICES AND PAYMENT

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462. Invoices shall be submitted to: Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at jrinner@clackamas.us.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by District of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by District Not required by District

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by District Not required by District

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by District Not required by District

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the District and Clackamas County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the District at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the District to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the District; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

**EXHIBIT D
SCOPE OF WORK**

EXHIBIT E
FEE SCHEDULE