

AGENDA

Thursday, April 5, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-21

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution #1928: Approval of the Housing Authority Annual Plan 2018-2019
2. Approval of Professional Services Contract with PBS Environmental for On-Call Geotechnical Engineering Services
3. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Public Housing
4. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program
5. Approval to Apply for a Grant through Metro 2040 Community Planning and Development Funding Opportunity for the Clackamas Heights Master Plan

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

1. Presenting April as Child Abuse Prevention Month (Rod Cook, Children, Youth & Families)
2. Recognizing the Week of April 2nd as Public Health Week in Clackamas County (Dawn Emerick, H3S, Public Health)

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. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

1. Board Order No. _____ Comprehensive Plan Amendment for Parker NW Mining, File No. Z0568-17-CP, Z0569-17-MAO, & Z0570-17-Z - Previously Approved on March 7, 2018 (Nate Boderman, County Counsel)

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. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

B. Technology Services

1. Approval for Service Level Agreement Amendment No. 5 between Clackamas Broadband eXchange and Wave Broadband for Dark Fiber Connection
2. Approval for Service Level Agreement Amendment No. 1 between Clackamas Broadband eXchange and the City of Lake Oswego for New Dark Fiber Connections
3. Approval for Service Level Agreement Amendment No. 1 between Clackamas Broadband eXchange and the City of Milwaukie for a Temporary Fiber Connection to the Relocated Ledding Library
4. Approval for Service Level Agreement Amendment No. 1 between Clackamas Broadband eXchange and Clackamas County Fire District No. 1 for a New Dark Fiber Connection

C. County Counsel

1. Approval of an Intergovernmental Agreement with Multnomah County for Legal Advice on Technology Related Procurement Matters

D. Business & Community Services

1. Approval of an Amendment to the Grant Agreement between Clackamas County and the United States Forest Service (USFS) for the Dump Stoppers Program

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No. 1

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

April 5, 2018

Housing Authority of Clackamas County Board of Commissioners

Members of the Board:

Resolution #1928: Approval of the Housing Authority Annual Plan 2018-2019

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) Annual Plan.
Dollar Amount and Fiscal Impact	\$12,932,000 for Section 8 Voucher funds, \$3,547,000 in Public Housing funds and \$748,000 in Capital Grant Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2018 through June 30, 2019
Previous Board Action	2017-2022 Five-Year Plan approved by the HACC Board on April 6, 2017 – Resolution No. 1919
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Individuals and families in need are healthy and safe • Grow a vibrant community • Sustainable and Affordable Housing • Build public trust through good government
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of Resolution # 1928, which approves the Housing Authority's Annual Plan. A public hearing was held on March 15th, 2018, to receive and consider public comments on HACC's Plan, however, no comments were received.

The Annual Plan is effective July 1st, 2018. The purpose of the Plan is to provide an annual update to HUD (U.S. Department of Housing and Urban Development) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Housing Authority Board of Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

The Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998:

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 11th, 2018 to review the Annual Plan.
- HACC posted a public notice opening the Annual Plan for public review and comments from January 19, 2018 through March 5th, 2018.
- The Plan was made available at the HACC Administrative Office, HACC Property

Healthy Families. Strong Communities.

Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

- A Public Hearing in front of the HACC Board was held on March 15th, 2018. A public notice was published on January 12th, 2018 for the public hearing.

Once the Board adopts the Annual Plan, including all attachments, the Plan will be submitted to HUD. This final step is required to be completed at least 75 days before the beginning of our fiscal year, 7/1/2018.

RECOMMENDATION:

Staff recommends that the HACC Board of County Commissioners approve Resolution #1928, and permit staff to submit the final version of the plan to HUD no later than April 17th, 2018.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

In the Matter of Approving the Housing Authority's Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO. 1928

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed an Annual Plan (Agency Plan) and

WHEREAS, the Annual Plan must be updated each year while the Five Year Plan is developed every five years, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates with input and recommendations from an established Resident Advisory Board (RAB) on January 11, 2018, and

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian for public review and comment from January 19, 2018 through March 5, 2018, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front by the HACC Board of Commissioners on March 15, 2018, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to HUD at least 75 days prior to the effective date of July 1, 2018,

NOW THEREFORE BE IT RESOLVED that the Agency Plan, its attachments and its certifications are approved, and the Executive Director of the Housing Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this 5th day of April, 2018

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

Housing Authority of Clackamas County (HACC)

**Annual Plan
2018-2019**



**HACC Executive Director
Chuck Robbins**

Housing Authority of Clackamas County (HACC)



Annual Plan 2018-2019

Effective Dates upon HUD Approval:
July 1st, 2018 - June 30th 2019

Housing Authority of Clackamas County (HACC)

2018-2019 Annual Plan

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HUD FORM 50075 PHA ANNUAL PLAN.....

ATTACHMENT A: SUMMARY OF HCV ADMIN PLAN POLICY CHANGES

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ATTACHMENT C: STRATEGY FOR ADDRESSING HOUSING NEEDS.....

ATTACHMENT D: DECONCENTRATION POLICY

ATTACHMENT E: STATEMENT OF SUBSTANTIAL DEVIATION & SIGNIFICANT AMENDMENT.....

ATTACHMENT F: VAWA STATEMENT

ATTACHMENT G: RAD DEVELOPMENT PROJECT DESCRIPTIONS.....

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ATTACHMENT I: CAPITAL FUND PROJECTS SUMMARY

ATTACHMENT J: PUBLIC NOTICE.....

ATTACHMENT K: RESIDENT RIGHTS HANDOUT

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ATTACHMENT M: REQUIRED CERTIFICATIONS

ATTACHMENT N: HACC BOARD RESOLUTION & STAFF REPORT

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.				
A.1	PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2018</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>545</u> Number of Housing Choice Vouchers (HCVs) <u>1,656</u> Total Combined <u>2,201</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission				
	<p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations:</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/housingauthority/plansandreports.html 5) Clackamas County Public Library located at 16201 S.E. Mcloughlin, Oak Grove, OR 97222 6) Resident Advisory Boards Members receive a hard copy of the draft Annual Plan <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH
					HCV
	Lead PHA:				
B.	Annual Plan Elements				

<p>B.1</p>	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. (See Attachment C)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. (See Attachment D & Attachment F)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. (See Attachment G)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination. Compliant with changes in HOTMA (See Attachment A & B).</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Substantial Deviation. (See Attachment E)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification (See Attachment E)</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below: See Attachments referenced above</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. (Section 18 Demolition/Disposition)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>HACC has submitted a Section 18 Disposition application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way, Oregon City. If approved, HACC will relocated all 100 households using Section 8 vouchers and the assistance of a relocation contractor.</p>
<p>B.3</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p><u>PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:</u></p> <p><input checked="" type="checkbox"/> Applied for additional VASH vouchers</p> <p><input checked="" type="checkbox"/> Continuing to leverage private and/or other public funds to create additional housing opportunities</p> <p><input checked="" type="checkbox"/> Working with a broker to acquire land for new construction of affordable housing</p> <p><input checked="" type="checkbox"/> Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties</p> <p><input checked="" type="checkbox"/> Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park.</p> <p><input checked="" type="checkbox"/> Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property</p> <p><input checked="" type="checkbox"/> Continued planning for the utilization of RAD and Demolition/Disposition Section 18 to improve and increase the number of affordable housing units</p> <p><input checked="" type="checkbox"/> Submitted a Section 18 Demo/Disposition application for Oregon City View Manor</p> <p><input checked="" type="checkbox"/> Executed Limited Partnership Agreements for the Development of 212 affordable housing units</p> <p><input checked="" type="checkbox"/> Completed an application to Oregon Housing & Community Services for Veteran's Housing funding for a 24-unit affordable housing development in Oregon City, OR.</p> <p><input checked="" type="checkbox"/> Submitted a funding application to Oregon Housing and Community Services for the Local Innovation and Fast Track program for an affordable housing development in Sandy, OR.</p> <p><input checked="" type="checkbox"/> Submitted a HUD Section 108 loan application to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation.</p> <p>Housing Authority of Clackamas County certifies that the RAD conversion complies with all applicable site selection and neighborhood reviews standards and that all appropriate procedures have been followed.</p> <p><u>PHA Goal 2: Improve access & housing choice for everyone, with a focus on protected classes and single parent households by:</u></p> <p><input checked="" type="checkbox"/> Provided voucher mobility counseling</p>

	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Conducted outreach efforts to potential voucher landlords <input checked="" type="checkbox"/> Revised payment standards to reduce the barriers to finding affordable housing <input checked="" type="checkbox"/> Continuing our security deposit loan program for Section 8 families <input checked="" type="checkbox"/> Provided higher payment standards for families needing ADA units. <input checked="" type="checkbox"/> Surveyed and Maintained a list of ADA units within the County to assist families seeking housing <input checked="" type="checkbox"/> Awarded project based vouchers to NHA and PEDCOR. <p><u>PHA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> HACC hosted several free Fair Housing trainings and plans to continue hosting free training <input checked="" type="checkbox"/> Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information <input checked="" type="checkbox"/> Continued to partner with Housing Rights & Resources Program <input checked="" type="checkbox"/> We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance <input checked="" type="checkbox"/> Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter. <input checked="" type="checkbox"/> Continuing to educate clients on Fair Housing Rights & provide Fair Housing brochures at Orientation meetings <input checked="" type="checkbox"/> Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups <input checked="" type="checkbox"/> Aligned our 5-year plan with the County's 5-year Consolidated Plan & completed the Assessment of Fair Housing plan <p><u>PHA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Maintained high performer status in Section 8 <input checked="" type="checkbox"/> Improved the physical environment in our public offices <input checked="" type="checkbox"/> Streamlined administrative operations, creating efficiencies and improving customer service <input checked="" type="checkbox"/> Implemented a client feedback system to gauge if improvements are needed <input checked="" type="checkbox"/> Modernized 10 public housing units <input checked="" type="checkbox"/> Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park. <input checked="" type="checkbox"/> Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve <p><u>PHA Goal 5: Improve community quality of life and economic vitality by:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Partnered with social service agencies to provide services to school aged youth <input checked="" type="checkbox"/> Developed stronger partnerships with service providers who assist our elderly and/or disabled residents <input checked="" type="checkbox"/> Continued to grow the community gardens program <input checked="" type="checkbox"/> Encouraged Resident participation through Resident Associations <input checked="" type="checkbox"/> Installed multiple Security Upgrades at Hillside Manor <input checked="" type="checkbox"/> Applied for a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability. <p><u>PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Continue to partner with local & regional workforce partners to increase the number of employed/under-employed persons in assisted housing <input checked="" type="checkbox"/> Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities <input checked="" type="checkbox"/> Applied for the new Resident Opportunities Self Sufficiency (ROSS) grant <input checked="" type="checkbox"/> Applied for the new Family Self Sufficiency (FSS) grant <input checked="" type="checkbox"/> Research and apply for future grants that provide services and enhance residents' quality of life <input checked="" type="checkbox"/> Contracted with Social Services to provide a half time case manager for Public Housing.
<p>B.4.</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit? Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
<p>C.1</p>	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.2</p>	<p>Civil Rights Certification. Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

C.3	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan? Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment H</p>
C.4	<p>Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
D	<p>Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
D.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>See HUD Form 50075.2 approved by HUD on 08/17/2017.</p>

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.12\(b\)](#). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(2\)\(ii\)](#) and [24 CFR §903.12\(b\)](#).

Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions. Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to [24 CFR §903.2\(b\)\(2\)](#) for developments not subject to deconcentration of poverty and income mixing requirements. [24 CFR §903.7\(b\)](#) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. [24 CFR §903.7\(b\)](#) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. [24 CFR §903.7\(b\)](#)

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

Homeownership Programs. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

Safety and Crime Prevention (VAWA). A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

Pet Policy. Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

Significant Amendment/Modification. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define "significant amendment/modification", HUD will consider the following to be "significant amendments or modifications": a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PIH 1999-51](http://www.hud.gov/offices/pih/programs/ph/notice/pih1999-51). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

Hope VI. 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Mixed Finance Modernization or Development. 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

Project-Based Vouchers. Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

- C.3 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))
- C.4 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR 903.7 \(g\)](#))

- D.1 Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

ATTACHMENT A

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective April 2018

	New Policy	Explanation of Proposed New Policy Language	Chapter
	Code of Conduct	6. Employees shall not date or have romantic relationships with Tenants under any circumstance. 7. Employees must adhere to the Code of Conduct of the Health Housing and Human Resources Department and the Housing Authority Union Contract.	1
	Local Preferences	<i>General reduction to preferences to allow a 1:1 ratio preference families served and families pulled off the general wait list.</i>	4
	Local Preferences – Public Housing Relocations	<i>Families being relocated due to disposition of Public Housing will be allowed to move with debt owed with a repayment agreement. Families relocated will only be served with vouchers that meet the Housing Choice Voucher Occupancy Standard of 2 per room.</i>	4
	Local Preferences – Transitional Housing Graduates	<i>Transitional Housing being phased out and changing the preference language to use Rapid ReHousing Model</i>	4
	Local Preferences – Natural Disaster	<i>Reducing preference for Natural Disaster from 20 to 10 unless if awarded special purpose vouchers to assist victims of Natural Disaster.</i>	4
	Local Preference – Domestic Violence	<i>Reducing preference vouchers from 20 to 17 per year.</i>	4
	Local Preference - Veterans	<i>Due to new funding of special purpose Veteran Vouchers known as VASH, reducing regular Veteran preference from 15 to 8 per year as VASH is filling this gap.</i>	4
	Local Preference – Shelter Plus Care	<i>If changes in Shelter Plus Care grant were to potentially impact a families ability to participate in the rental assistance, HACC would graduate the family to a regular voucher. Example, if HACC were to project base the rental assistance and the family did not want to move to the project based unit.</i>	4

Occupancy Standard	<i>HACC will allow 2 per bedroom plus 1 for maximum Occupancy. If a landlord is willing to allow a larger maximum occupancy for 2 per bedroom plus 2 then HACC will allow on a case-by-case basis if moving would cause a hardship for the family.</i>	5
Inspections – Converting to Biennial	<i>HACC will grade units A(Good), B(Fair) and C(Poor) and only A(Good) units will be inspected biennially if they have had a history of passed inspections.</i>	8
HOTMA Policy not adopting	<i>While Congress changed the rules and allows a Housing Authority to enter into a Housing Assistance Payment contract on a failed unit, HACC is choosing not to change its policy and requires a passed HQS Inspection. Due to the age of our inventory in Clackamas County and the lack of new construction, HACC is not confident enough to enter into contracts on failed units.</i>	8
Manufactured Home - NOT	<i>HACC has seen an increase in requests to rent recreational vehicles with tie downs. HACC is reinforcing its policy to only pay rent assistance on units that meet the definition of a Manufactured Home.</i>	8
Emergency Transfer Plan	<i>HACC has adopted the required Emergency Transfer Plan and including as Exhibit 16-3 to its Administrative Plan</i>	10 & 16
Annuals for Fixed Income Families	<i>HACC will adopt new streamlining regulation allow for COLA to be applied for fixed income families and not requiring the completion of an entire Annual Review Packet with documentation of SSI or other fixed income award letters.</i>	11
ADDING Entire Chapter on RAD	<i>HACC applied for Rental Assistance Demonstration (RAD) PBV's for several properties and if they are approved we need to have the proper regulatory required policies in place. Have added an entire chapter to cover only RAD.</i>	18

ATTACHMENT B

Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective April 2018

	New Policy	Explanation of Proposed New Policy Language	Chapter
1	3-I.M. LIVE-IN AIDE	<ul style="list-style-type: none"> • The Live-in Aide policy was updated as follows: <ul style="list-style-type: none"> ○ Clarification that the Live-in aide has no rights to the unit ○ Specify timelines for acceptance of requests to add a Live-in Aide to the household ○ Specify timelines for approval or denial of requests ○ Updated policies and applications so they match ○ Clarification of the process to apply for a Live-in Aide ○ Clarification for qualifications of a Live-in Aide ○ Clarification of the responsibilities of a Live-in Aide 	3
2	4-II.B. ORGANIZATION OF THE WAITING LIST	<ul style="list-style-type: none"> • HACC is establishing a new Homeless preference. • New policy was created to accommodate this preference, as Public Housing had no preferences in the past. 	4
3	8-I.F. PAYMENTS UNDER THE LEASE – Rent Payments [24 CFR 966.4(b)(1)]	<ul style="list-style-type: none"> • New language was added for rent payments made for more or less than the required monthly rent amount. The new language states: “A tenant’s duty regarding rent payments is to tender to HACC an offer of the full amount of rent owed within the time allowed by law and by the rental agreement provisions regarding payment. HACC may refuse to accept a rent tender that is for less or more than the correct amount of rent owed or that is untimely. • HACC will no longer accept personal checks from third parties. 	8
4	8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]	<ul style="list-style-type: none"> • Replace current sentence that reads “If the resident disagrees with the amount charged, HACC will provide a meeting to discuss the charges” with “If the 	8

		<p>resident disagrees with the amount charged, they may contact their property manager to discuss the charges.”</p>	
<p>5</p>	<p>9-PART III: INTERIM REEXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]</p>	<ul style="list-style-type: none"> • Clarification was made that the due date for all documentation for the verification of the reduction in income is to be in the office by the 15th of the month. The interim will then be effective the first of the following month. • “Effective Dates” policy was added to match Section 8. The new policy is: <p>Effective Dates HACC must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].</p> <p><u>HACC Policy</u> If the tenant rent is to <i>increase</i>: The increase generally will be effective on the first of the month following 30 days’ notice to the family.</p> <p>If a family fails to report a change within the required time frame, or fails to provide all required information within the required time frame, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.</p> <p>If the tenant rent is to <i>decrease</i>: A family may report a decrease in income and other changes which would reduce the amount of rent, such as an increase in allowances or deductions, and HACC will process a family’s request to have a family’s rent re-evaluated. Reports of such changes must be made to HACC no later than the 15th of each month in order for the change in rent to be effective on the first of the following month.</p> <ul style="list-style-type: none"> • HACC may delay the effective date of a participant request due to necessary documentation not being provided in a timely manner. In cases 	<p>9</p>

		<p>where the change cannot be verified until after the date the change would become effective, the change will be made retroactively.</p> <ul style="list-style-type: none"> • In cases where the change cannot be verified until after the 15th of the month, the change will not become effective until the first day of the following month. This increases a tenant’s wait time for a reduction of rent. 	
6	<p>9-I.C. SCHEDULING ANNUAL REEXAMINATIONS</p>	<ul style="list-style-type: none"> • Change the number of days from 120 to 90 for the beginning of the annual reexamination process. • New language was added to the “Notification of and Participation in the Annual Reexamination Process”. The new language states: <p>HACC will not accept expense documentation for use in an annual reexamination past the cutoff date outlined in the annual reexamination letter. This letter and packet are mailed approximately 90 days in advance of each resident’s annual reexamination and must be returned with all required documentation no later than 30 days after the date it is mailed.</p>	9

Attachment C

Statement of Housing Needs and Strategy for Addressing Housing Needs

Introduction

The Housing Authority of Clackamas County (HACC) is committed to affirmatively furthering fair housing and contributing to the elimination of impediments to fair housing choice as described in 24 CFR Part 570.601 and the Furthering Fair Housing Executive Order 11063, as amended by Executive Order 12259.

Clackamas County Housing and Community Division (HCD) with local Fair Housing Partners participated in a Fair Housing Collaboration and completed an Assessment of Fair Housing (AFH) Plan. HCD is comprised of HACC and Community Development (CD)

Local Efforts

In preparing the AFH, HCD assembled its Fair Housing Partners to identify goals and strategies to improve housing choices in Clackamas County. HCD's Fair Housing local partners include; cities, towns and hamlets in Clackamas County, Clackamas County Social Services Division (SSD), Clackamas County Department of Transportation and Development (DTD), the Fair Housing Council of Oregon (FHCO) and Legal Aid Services of Oregon (LASO).

Six (6) general fair housing goals were identified in the AFH:

- Goal I: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing
- Goal II: Increase accessibility to affordable housing for person with disabilities and single parent familial status households (households with children under 18 yrs.)
- Goal III: Improve access to housing and services for all protected classes
- Goal IV: Enforce Fair Housing laws and increase public understanding of Fair Housing laws
- Goal V: Coordinate Fair Housing advocacy and enforcement efforts among regional partners
- Goal VI: Ensure that all housing in Clackamas County is healthy and habitable

Regional Efforts

The AFH has been completed and was approved by HUD. Clackamas County continues to meet quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

Regional partners intend to move to a regional Analysis of Impediments to Fair Housing study and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland Metropolitan area housing market. Regional partners are also working to align their fair housing efforts with the public housing authorities' plans to increase access to housing.

Statewide Goals of the Fair Housing Council of Oregon:

The Fair Housing Council of Oregon (FHCO) has contracts with the state of Oregon and with several local governments to provide fair housing training to tenants and landlords. FHCO has assembled a group of fair housing partners to coordinate fair housing activities, training and events. The first meeting was held on May 6, 2014 to discuss needs for education and outreach, audit testing needs (to find out if landlords are discriminating against protected classes of people) and, other identified by local agencies. FHCO is also being asked by partners to collect and analyze housing discrimination data to report out to partners.

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

Oregon state laws have changed to prohibit source of income in Section 8

Effective July 1, 2014, landlords cannot refuse to rent to an applicant, or treat an applicant or tenant differently, because the applicant is using a Section 8 voucher or other local, state, or federal rental housing assistance. Nor can landlords advertise “no Section 8.” Landlords can still screen and reject any applicant, including those with a Section 8 voucher, for past conduct and ability to pay rent.

Prior to passage of House Bill 2639 in 2013, the “source of income” category explicitly excluded federal rent assistance, which primarily refers to the Section 8 Housing Choice Voucher program; this exclusion meant that Oregon landlords could refuse to rent to applicants, or even to consider them, just because they had a Section 8 voucher. The new law removed that exception and explicitly stated that Section 8 or any other local, state, or federal housing assistance is included in the source of income protection. Oregon Revised Statute 659A.421 (1) (d).

The new law also creates the Housing Choice Landlord Guarantee Program, to compensate landlords for damages incurred as a result of tenancies by Section 8 voucher holders.

Clackamas County Actions Taken in 2016-2017 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD CD HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ 2016-2017 Landlord Training Events: February 28 th , 2016- Oregon Landlord Tenant Law March 2017 – All Staff Training June 8 th , 2016 – Fair Housing Laws June 22 nd , 2017 – Fair Housing Laws Updated Outreach for all of these events were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc Landlord Newsletters continue to be distributed and posted on HACC’s website.

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC opened its waitlists in January and plans to added 500 new applicants to Housing Choice Voucher Section 8 waitlist and 3,300 to its Site Based Public Housing waitlists.
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Housing Needs.

Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	4,132	100%
Section 8 Waiting List	880	21.3%
Public Housing Waiting List	3,252	78.7%
Extremely Low Income <= 30% of AMI	3,357	81.2%
Very Low Income <= 50% of AMI	634	15.3%
Low Income <= 80% of AMI	116	2.8%
Above 80% of AMI	25	.6%
Elderly or Near Elderly	579	14%
Non-Elderly	3,762	91%
Disabled Head of Household	1,330	32.2%
White	2,921	70.7%
Black/African American	901	21.8%
American Indian/Alaska Native	220	5.3%
Asian	142	3.4%
Native Hawaiian/Pacific Island/other	206	5%
Hispanic	426	10.3%
Non-Hispanic	3,706	89.7%
Characteristics by Bedroom Size		
0 BR (Section 8 only)	39	.9%
1 BR	1,619	39.2%
2 BR	1,068	25.8%
3 BR	909	22%
4 BR	383	9.3%
5 BR (Section 8 only)	84	2%
6 BR (Section 8 only)	29	.7%

Attachment D

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2] HACC's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of HACC's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)]. HACC's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c) (5)]. Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by HACC with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by HACC with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c) (1)]. To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HACC must comply with the following steps: Step 1. HACC must determine the average income of all families residing in all HACC's covered developments. HACC may use the median income, instead of average income, provided that HACC includes a written explanation in its annual plan justifying the use of median income. HACC Policy HACC will determine the average income of all families in all covered developments on an annual basis. Step 2. HACC must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, HACC has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD. HACC Policy HACC will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis. Step 3. HACC must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

ATTACHMENT E

Definition of Substantial Deviation and Significant Amendment or Modification 2018 – 2019 Annual Plan

Definition of Substantial Deviation and Significant Amendment

It is the intent of the Housing Authority of Clackamas County (HACC) to adhere to the mission, goals and objectives outlined in the Annual Plan and the Five-Year Strategic Plan (the Plans). The Plans, however, will be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur.

A. Definition of Substantial Deviation from the 5-Year Plan

- Any collective change in the planned or actual use of federal funds for activities that would prohibit or redirect HACC's strategic goals or mission of sustaining or increasing the availability of decent, safe and affordable housing while promoting self-sufficiency and asset development of families and individuals from being implemented as identified in Plans.

This includes elimination or major changes in any activities proposed, or policies provided in the Plans that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.

- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the Plans that exceeds 25% of the of HACC's annual program budgets for Housing Choice Voucher (Section 8) or Public Housing activities.
- A need to respond immediately to Natural Disasters or Declarations of Emergency beyond the control of the Housing Authority, such as earthquakes, flooding, landslides, or other unforeseen significant event.
- A mandate from local government officials, specifically the governing board of the Housing Authority, to modify, revise, or delete the long-range goals and objectives of the program.

A substantial deviation does not include any changes in HUD rules and regulations, which require or prohibit changes to activities listed herein.

B. Definition of Significant Amendment or Modification to the Annual and 5-year plans

- Changes of a significant nature to the rent or admissions policies, or the organization of the waiting list not required by federal regulatory requirements as to effect a change in the Section 8 Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy (ACOP).
- Changes to HACC's plans effecting the demolition or disposition of public housing, designation of senior or disabled housing, the homeownership program, and a plan to convert public housing units to other than assisted housing.
- This includes elimination or major changes in any activities proposed, or policies provided in the agency plan that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.

C. Capital Fund Program Definition of Significant Amendment or Modification to the Annual and 5-year plan

- A change in the planned or use of Capital Fund that have a total expense in excess of \$250,000 in any single year.

Violence Against Women (VAWA) Statement

Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly addressed. HACC has an Emergency Transfer Plan for victims of domestic violence in our housing programs.

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Los Niños Cuentan, Clackamas Women’s Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

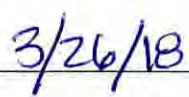
In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant’s experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

In summary, we follow the VAWA program policies and regulations with the goal of providing safeguards for the families falling under the VAWA related program requirements and refer households, as needed, to local domestic violence service provider partners. HACC has amended all its policies to comply with VAWA.



Chuck Robbins, Executive Director



Date

Development #1 Hillside Manor			
<u>Name of Public Housing Project:</u> Hillside Manor	<u>PIC Development ID:</u> OR001005000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation</u> Per unit is \$1668 Total is \$166,800
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 96 Two Bedroom: 4	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A
Development #2 Hillside Park			
<u>Name of Public Housing Project:</u> Hillside Park	<u>PIC Development ID:</u> OR001003000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u> Per unit is \$1668
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 25 Two Bedroom: 75	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

**Attachment H
Housing Authority of Clackamas County
2018 Capital Fund Budget Summary**

Acct #	2018 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	178,840.80								
1408	HA-Wide Management Improvement	0.00								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	89,420.80								
1420	CFP Capital Improvement Coordinator A&E design work	45,200.00								
1441	Audit	6,500.00								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	35,000.00								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	62,250.00								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	449,492.40								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	0.00								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	10,000.00								
1495	Relocation Costs	10,000.00								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	0.00								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	0.00								
1460	Energy Improvements per Energy Audit	0.00								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	7,500.00								
	Grand Total Capital Fund Budget	894,204.00								



Attachment I

January 11, 2018

2017 Capital Fund Completed Projects

- Project # 17003 – OCVN/SS Roof Project - \$93,890.00
- Project # 17004 – Asbestos Abatement Services - \$50,000.00
- Project # 17005 – Asbestos Air Monitoring Services - \$25,000.00
- Project # 17006 – AMP Wide Flooring (On Demand) - \$53,937.00
- Project # 17009 – HSP Community Center HVAC Upgrade - \$9,770.48

2018 Proposed Capital Fund Projects

- On Demand Cabinet Contract \$50,000.00
- Fair Housing Project - \$75,000.00
- Modernization Work - \$200,000.00
- Windows, Siding & Insulation Work - \$200,000.00
- Scattered Sites Roof Project - \$175,000.00
- On Demand Moving Contract - \$25,000.00

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PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2018-2019 will be held on January 11th, 2018, at 10 AM at OCVM Community Center, 200 S. Longview Wy., Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A public hearing to comment on HACC's 2018 Draft Plan will be held on March 15th, 2018, before the HACC's Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC is planning to convert two Public Housing properties to Rental Assistance Demonstration (RAD), as a result of the conversion, Capital Grant's funding will be reduced by \$325,038/year. HACC may utilize the Replacement Housing Funds (RHF) in the amount of \$147,421, to facilitate RAD conversion.

HACC developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01.

The Draft Plan will be available for review from January 19th, 2018-March 5th, 2018 and can be found online at <http://www.clackamas.us/housingauthority/plansandreports.html>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 10AM to 5PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. These comments must be received by March 5th, 2018.

Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

C. PBV Resident Rights and Participation.

- 1. No Re-screening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households.²⁴ Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.
- 2. Right to Return.** See section 1.4.A.4(b) regarding a resident’s right to return.
- 3. Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
- 4. Phase-in of Tenant Rent Increases.** If a tenant’s monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of “total tenant payment” (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

²⁴ These protections (as well as all protections in this Notice for current households) apply when in order to facilitate repairs a household is relocated following the conversion and subsequently returns to the property, even if they are considered a “new admission” upon return.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section “standard TTP” refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP
- Year 5 AR and all subsequent recertifications – Full standard TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

- 5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the

program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.²⁵ Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

- 6. Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
- 7. Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

²⁵ The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:
 - a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. 14 days in the case of nonpayment of rent; and
 - c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

- ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),²⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.

²⁶ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

- 8. Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion e.g., due to loss of employment; tenants that move into the property following conversion, etc.) is covered by this waiver.

- 9. Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant re-location and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

- 10. When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if

the unit's occupants are eligible for housing assistance payments (24 CFR §983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR §983.258). Since the rent limitation under this Section of the Notice may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e. residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.²⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

Following conversion, 24 CFR §983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

²⁷ For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

11. Under-Occupied Unit. If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.²⁸
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i.** Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being

²⁸ For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of the evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

- ii. Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.
- iii. Informing applicants on a public housing community-wide waiting list on how to apply for a voucher-wide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).²⁹

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA

²⁹ For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

shall administer its waiting list for the converted project in accordance with 24 CFR § 983.251(c).

- 5. Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
- 6. Agreement Waiver.** This section has been moved to 1.6.(B)(7).
- 7. Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)
- 8. Administrative Fees for Public Housing Conversions during Transition Period.** For the remainder of the Calendar Year in which the HAP Contract is effective (i.e. “transition period”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing Annual Contributions Contract (ACC) between the PHA and HUD will be amended to reflect the number of units under HAP contract, but will be for zero dollars, and the RAD PBV contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time. .

For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR § 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBV RAD units.

After this transition period, the section 8 ACC will be amended to include section 8 funding that corresponds to the units covered by the section 8 ACC. At that time, the regular section 8 administrative fee funding provisions will apply.

- 9. Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) and 24 CFR part 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

- 10. Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD-51999) or similar instrument, as approved by HUD, where funds will be held by the

Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.

1.7 **Special Provisions Affecting Conversions to PBRA**

Under the Demonstration, HUD has the authority to waive certain statutory and regulatory provisions, or to establish alternative requirements, for the effective conversion of assistance. Additionally, the RAD statute imposes certain unique requirements and authorizes HUD to establish requirements for converted assistance under the demonstration.

For public housing projects converting assistance to PBRA under the First Component of the Demonstration, 24 CFR Part 880, Section 8 Housing Assistance Payments Program for New Construction and applicable standing and subsequent Office of Housing guidance³⁰ will apply, except for the provisions listed below. These “special” provisions are grouped into three categories: Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. Where applicable, reference is made to the affected statute and/or regulation. For additional background purposes, HUD has provided Appendix I, which is a copy of the existing 24 CFR Part 880 regulation with the provisions stricken that will not apply to Covered Projects. Additionally, Appendix II includes the specific provisions of the Act that are inapplicable to PBRA conversions. Finally, Appendix III includes the site and neighborhood standards that apply to PBRA.

A. PBRA Contract Terms.

1. **Length of Contract.** Covered Projects shall have an initial HAP term of 20 years. To implement this provision, HUD is specifying alternative requirements for section 8(d)(2)(A) of the Act, which establishes a maximum term of 15 years for “an existing structure.” Additionally, 24 CFR § 880.502, which imposes maximum contract terms for New Construction projects consistent with statutory authority that was repealed in 1983, does not apply.
2. **Mandatory Contract Renewal.** Section 524 of MAHRAA and 24 CFR Part 402 currently govern renewals of expiring or terminating project-based section 8 HAP contracts and, in general, require HUD to renew such contracts “at the request of the owner.” Pursuant to the RAD statute, upon expiration of the initial contract and each renewal contract, the Secretary must offer, and the Project Owner must accept,

³⁰ Examples of Office of Housing guidance include handbooks such as “Occupancy Requirements of Subsidized Multifamily Housing Programs” (4350.3) and “Multifamily Asset Management and Project Servicing” (4350.1). Future changes to part 880 would apply to RAD as long as the future changes are not provisions that have been stricken in the final Notice.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:

Public Housing Agencies
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
RAD Transaction Managers

Notice H 2014-09
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)
REV 1

Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

¹ This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

² The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

³ The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

⁴ Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents⁵ of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

2. Background

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.⁶ The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to rad@hud.gov.

3. Applicable Legal Authorities

⁵ The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

⁶ HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378.

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide <i>General Information Notice</i> (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a Relocation Plan (See Appendix 1 for recommended content) • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit Relocation Plan along with checklist)

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.⁷ The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

⁷ Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁸ A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident’s relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a “notice of non-displacement” in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident’s public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days’ notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year* (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
 - Regulations: 24 CFR part 8
 - Fair Housing Act Regulations: 24 CFR part 100
 - Title VI of the Civil Rights Act of 1964
 - Regulations: 24 CFR part 1
 - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
 - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
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11. Other Requirements

a. Public Housing Program Compliance

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. Evictions for Cause

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- Payment for Temporary Relocation Moving Expenses - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company;
 - Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- Utility Costs - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at: http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

Allow the resident to elect one of the following choices:

- 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
 - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
 - Packing, crating, uncrating, and unpacking of personal property.
 - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
 - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
 - Insurance for the replacement value of the property in connection with the move and necessary storage.
 - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

- 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).

- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or email rad@hud.gov.

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure “Relocation Assistance To Residents Displaced From Their Homes” available at:
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]

- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.
- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Title, Address, Phone, Email Address*] before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by *[date no sooner than 90 days after notice].*

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*
- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]*
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.]*

- Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] *[PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [*insert date that relocation exceeds one year.*]

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)



ATTACHMENT L

HACC ANNUAL PLAN 2018-2019
RAB MEETING MINUTES

HACC Staff Attendees: Toni Karter, Gary Knepper, Elizabeth Miller, Chuck Robbins, Jamila Hart, Rich Malloy, Sarah Price, Sherry Mackey, Craig Beals, Allison Coe, Linda Keener, Josh Teigen, Deyvin Molina, Liane Tankersky, Joel Johansen,
Taking Meeting Minutes: Sandra Breuer

10:00-10:20 Welcome & Introductions

Chuck Robbins

Chuck convenes the meeting at 10:12am

Introductions of everyone at the table.

Introduced Annual Plan, highlighted particular items, requested feedback and comments from the community.

Progress report: Section B.3, Progress Report (this was included in the folders provided at that meeting). One of the issues that is being addressed is to provide housing. Within our county by selling the OCVM property we could possibly create 545 housing units. There are approximately 5,000 families that need affordable housing in Clackamas County. In continuing to leverage private and other funds to build more units we can accomplish this goal. In selling OCVM, this creates the opportunity to serve a larger portion of that community. OCMV has 100 housing units on a very steep site. If we were to tear it down we cannot get that more units than are already there due to the slope. Also they're expensive to maintain, these are old units. It takes a huge amount of money to maintain units and the infrastructure. By selling the property, we can invest in new properties and more of them.

Q. Will the people that are in homes now, will they go to apartments or to homes?

A. We have the responsibility to help find housing for everyone. Have relocation consult Darcy, who has met with almost 60 households in finding out where they want to live. She is still working on getting a hold of the other 40 to do the same.

A. Do the current residents at OCVM have first right of return?

a. Yes, they have first right of return only if the housing authority rebuilds new units and owns them. Currently we are doing a survey to see if we can carve out a portion of the property for the housing authority to develop. If so, then those would be the ones that the current residents would have first right for.

10:20-10:47 New Activities & Progress Report

Chuck Robbins

We have been approved for the remodel of Hillside Manor. We received a grant from Metro for the redevelopment of the Hillside Manor and for Hillside Park. We don't know what it's going to look like yet. They could be multi-family, row houses we're still working on that. We also have a group looking at generational housing, which is very exciting.

We also have to revise payments for Section 8, due to rents having gone up. We're also looking for rent restricted housing to help with the costs for families. We're looking at about 212 units next to Fuller Rd. to do house project based voucher holders and other voucher holders. It's a ways out, but we're working on that build.

Q. Will that project be ready in time for those who live in the property to be sold to move into those units?

A. That is our plan, but it's a juggle. That project will not be done, the plan is March of 2019 to start the 1st part of the project. If you're interested in those units you can get on that waiting list for them.

We've received funding for self-sufficiency and we're working with those programs.

That was a quick summary of the plan. Development is a primary goal of the housing authorized. What will the housing authority look like in 10 years? It will look different in 10 years but the mission is still the same to increase number of units for



affordable housing. The goal is of building 2000 new units in the next 10 years. Those units will be available to residents of public housing.

Q. I thought that the goal is to eventually to go away from all public housing and go to Section 8. If that's the case then isn't it a waste of money to continue to maintain the public housing units?

A. We're HUD funded, we have a requirement to maintain the properties and keep them occupied. All occupied units will get a voucher or other housing authority unit. If we keep unoccupied units we lose administration money due to the HUD requirements. We will continue to maintain the units to make sure they can be occupied.

Q. If you can get money to redo Hillside why not get money to redo OCVM?

A. We could put money into this property but it has a greater value to sell it and so with that we can expand with more units. Clackamas Heights will be rebuilt.

Q. Will Hillside Park be done in sections or all at once?

A. We're thinking it will be done in sections because we can't relocate everyone all at once. Even the Manor will be floor by floor. We're hoping that it will take two weeks for each floor.

Q. Will phase 1 move to phase 2?

A. That's part of the development planning. Residents will have a say as we move forward.

Q. Were the properties originally built for the military? What was the original intent?

A. The properties were built as public housing from day one. Clackamas County was the 1st housing authority in Oregon. The units were originally built for families of the World War II.

Q. For the future build, will they all be cookie cutter or different?

A. No, they probably will not be cookie cutter, each city has their own standards and we have to follow those. But there is cost savings if can use the same floor plan.

Q. Will the new units be very noticeable or will they blend in?

A. The plan is to have them blend in with the community.

Q. You mentioned Hope to add in more units, are you working with Multnomah, for the Fuller units?

A. We are just working within Clackamas County only. The area we are working in is part of Clackamas County.

Q. Is there anything we can do as volunteers to help?

A. #1 thing that can be done is to communicate to your neighbors. You're here at the meeting. Talk to them. There are those that aren't reaching out. And lots of rumors are going around, share the information with them so that the rumors are corrected. You can call Mary-Rain O'Meara or Angel Sully with any questions.

Q. Can homes or properties that have been abandoned be used by the housing authority for more housing?

A. They possibly could, I receive reports on foreclosed properties monthly, but most of those properties are up on the mountain. Part of the goal in those communities is to build affordable housing. Sandy need affordable housing, most of those that work there live in Gresham or other places that tend to be a bit far off.

10:47-11:00 Capital Fund Overview: Attachment H-I

Josh Teigen

In section H – Last year got more money than in the past 8 years. The 2018 monies is projected off 2017. We're hoping to receive that on the form for this year. Reviewed the section H and explained what each category is.

Q. Chuck: Is there a time limit to use the money we receive?

A. Yes, we have two years to obligate the money, which means we have to say what it's going to be used for. Then we have four years to actually spend it.



Q. If we don't use all of that money, what happens with the money that isn't used?

A. They take a certain percent of the grant 5% of the grant over the next 5 years and reduce our grant. We also lose what we didn't use.

Q. What is listed for 1460 will that affect the development?

A. This is only for existing units, when new housing happens capital will go away, but we will continue to maintain the properties. This allows us to keep multiple projects going at the same time.

Q. Has anyone tried to get through to the bureaucrats, why we're being punished for being on budget?

A. Part of it is that it's in the statute that is how the federal law is written. Chuck goes to DC occasionally to discuss this kind of thing. Not just the housing authority, it's across the board. Toni: Money is being spent on needs. We don't just spend money to spend it.

Q. Was the broken sewer line paid by us?

A. No that was the city, but we did have to pay for the person that impacted. Then we had to send the bill to the city for reimbursement.

Q. If we need more money can we dip into other categories?

A. Yes, we can review to see if there is other monies we can use from other categories.

Section I: Reviewed form. It gives an idea of where the money is being spent.

Q. Air monitoring are there other companies that do that?

A. There are companies that make sure that no contamination is happening when there is construction.

Q. Are units with gutters, when they need maintenance due to be clogged up. Is that part of capital funds?

A. No that is part of general maintenance, but yes we do maintain them.

Capital funds have decreased 42% in the last 10 years. Last year got a little more money, we don't know why we did.

11:00-11:30 Section 8 Policy Updates - Reviewed Attachment A

Toni Karter

Toni: This is the administration plan, rent assist program, tenant and project based vouchers.

A preference is what allows people to go ahead of other people who are already on the waitlist due to special needs. We're working to reduce the preference to make the preference waitlist and standard waitlist be equal. We currently have a 10 year waitlist.

Q. What was the past special needs preferences?

A. Domestic violence, chronic homeless due to disability, veterans that are homeless.

Q. Are you keeping the same preferences but reducing what you're accepting?

A. Yes, we're reducing it from 200 preferences to 50. We're doing that because we were giving a lot of preferences that weren't being used. We also needed to open the waitlist

Q. When will you be opening the waitlist again?

A. It can be in a year or more.

Q. How long is the waitlist?

A. As I've said before, it's 10 years.

Q. How do people know what their rank is?



A. They don't and we don't give that out.

Q. We know rent is going up, it's not going to come down. As we open 50/50, are you talking to the federal government to get more money to build?

A. We do that all the time, but each administration is different. The Obama administration's goal was to get out of public housing completely and to move to Section 8. The Trump administration is more into self-sufficiency and maintaining.

Q. What can be done as residents?

A. Write to your congress people. What they want to hear is what it means to you.

Q. Does the housing authority do outreach to encourage people to do that?

A. No, we don't, but we do have the Catch All newsletter that talks about it and encourages to share stories. We could put together a template on how to share your stories and a sheet on who to send those stories to.

Q. Where can we get information on where to send the letters to?

A. Jamila has that, we can put together a one page with the information. We can give you the contacts. Things are going on on the state level to.

Q. We saw that the waitlist was open and did we receive a lot of applications?

A. There were 8,000 applications. They then had to go through a lottery for the acceptance process.

Q. Why open the waiting list again if the people on the current waiting list is of 10 years?

A. Administration requires if there is 24 months available we need to open wait list.

Q. We saw that the waiting list was open in 2016 & 2017, who was that for?

A. That was for public housing.

Toni continued to review her section

Q. When relocating, attend Section 8 orientation, is there a process, or are you issued a voucher that same day?

A. You're going to get a letter with your approval to look for housing. You will go to orientation, receive a request for tenancy form and a worksheet to give you what you can afford, what bed room side and how to work with the landlord.

Q. Voucher holders that go to Washington, are the rules for the vouchers based on Oregon or Washington's rules?

A. They are based on what the Washington standards are.

Q. How do we know what we can afford?

A. Darcy will be working with us to get you some of that information. However, the payment standards we have now may not be the same when we get approved.

12:00-12:20 Public Housing Updates - Review Attachment B

Rich Malloy

Rich: reviewed attachment B

Q. Are Live-in Aides on the lease?

A. They do sign, but not on the lease.

Q. How long does a Live-in Aide have to move out if someone passes away?

A. That is something that we are working on.

Q. How long before the end of the month do we have to notify the housing authority for a reduction of income?



A. We now have deadlines for verification, if income is going to decrease, that has to be into the housing authority office by the 15th of the month.

Q. But with a new job, I've been told to wait for my 1st paystub. That isn't always going to be by the 15th, what do I do?

A. Report it right away. That way the staff knows. We will need the paystub once you get it.

Q. Is there anything set up to help homeless to adjust to living with other people?

A. We do have resident services talks with them. They try to find out what resources they need and get them connected with the appropriate resources.

Q. When do you think we will be able to pay online?

A. That is something that is being discussed. We need a new system, our system that is not capable of doing that. We are looking into several systems.

Q. For people moving out of units that are going to be demolished, do those units have to be left in move-in ready condition?

A. Probably not, but that is something being discussed.

Q. Are you going to align the time frame for the annuals?

A. That is something that we are working on with the two programs.

12:30-12:40 Resident Services Overview

Jemila Hart

Resident services in specific to public housing, provide economic empowerment, IDA (Individual development account) for vehicles, home purchase, and college. Connects to employment opportunities, can help with training costs. There is financial education requirement for the IDA program. We are working with the property managers around eviction prevention. WE have resources to help with services for electrical bills. We have the community building through community gardens, resident advisory board, and mentor athletics. We are doing a girls group to focus on empowerment, wellness, and journaling for 4th and 5th grade girls. This will start Jan 22nd.

12:35-12:43 Family Self-sufficiency Program

Gary Knepper

It's a program to help to learn to create a saving. Develop a plan of goals, employment, GED, better transportation. As income increases, then a savings account is set up for you, the money comes from the housing authority not the person. Program can last for up to 5 years.

12:44pm – 12:46pm Annual Plan Timeline

Jemila Hart

Reviewed the timeline that was on the cover of the folders provided to everyone.

12:40-1pm Questions and Answers

All

Q. Scheduling annuals, how is that going to affect those who may move due to sale?

A. The annuals will be based on the move date.

Q. If a resident has a reasonable accommodation with public housing will it carry over to the Section 8?

A. The resident will have to talk to Section 8 about what the reasonable accommodation is for.

Q. Can a Live-In Aid be a family member?

A. Yes, but they have to sign a specific form that states that they have no rights to the unit.

Q. What if a Live-in Aid has a child that is under 18 years of age. Then while they are a Live-in Aid their child turns 18, will they have to move out?

A. We have to work on that.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Attachment M

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I Chuck Robbins, the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of Clackamas County

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of
Clackamas County

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Housing Authority of Clackamas County works closely with Community Development on creating the Clackamas County's consolidated planning cycle(s) and PHA planning cycle(s) in accordance with the regulations 24 CFR part 91, for consolidated plan program participants, and 24 CFR part 903, for PHA's to jointly complete the Assessment of Fair Housing Plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Chuck Robbins

Title
Executive Director

Signature


Date
3/26/18

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution


Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official CHUCK ROBBINS	Title EXECUTIVE DIRECTOR
Signature 	Date 3/26/18

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 7/1/2018, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).


Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2018-2019

5-Year PHA Plan for Fiscal Years _____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Chuck Robbins	Executive Director
Signature 	Date <u>3/26/18</u>

Applicant Name
Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding
Public Housing, Section 8, Continuum of Care Shelter + Care

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Chuck Robbins
Title: Executive Director

Signature: 
Date (mm/dd/yyyy): 3/26/18

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> B b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> A b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> A b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing & Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Chuck Robbins</u> Title: <u>Executive Director</u> Telephone No.: <u>503-650-5666</u> Date: <u>3/26/18</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

April 5, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Contract with PBS Environmental for
On-Call Geotechnical Engineering Services

Purpose/Outcomes	Approval of Housing Authority of Clackamas County (HACC) – PBS Environmental (PBS) Contract for Geotechnical Engineering Services
Dollar Amount and Fiscal Impact	Not to exceed \$75,000
Funding Source(s)	Housing Authority of Clackamas County No County General Funds
Duration	April 5, 2018 through March 31, 2021
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient & effective services 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	H3S Contract #8706

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Contract with PBS Environmental (PBS) to provide on-call Geotechnical Engineering Services for affordable housing development projects. This team was selected from a pool of qualified responses resulting from a competitive Request for Proposal (RFP) process.

PBS will provide on-call geotechnical services including soil quality and suitability assessments for a variety of HACC affordable housing development projects. These services will compliment other assessments that are completed in the due diligence stage of development to determine site suitability for construction.

RECOMMENDATION:

Staff recommends the Board approve the contract and staff recommends the Board authorize Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County Board.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

PROFESSIONAL SERVICES CONTRACT

FOR

PBS Environmental

Geotechnical Engineering Services

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Martha Schraeder, Commissioner

Paul Savas, Commissioner

Paul Reynolds, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES

This "Contract" for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and PBS Environmental hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This Contract covers the services as described in Attachment "A" which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon Contract Execution and continue through March 31st, 2021. Passage of the Contract expiration date shall not extinguish or prejudice HACC's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. HACC agrees to compensate the CONTRACTOR on a fee-for- services basis as provided for in Attachment "B" which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be \$75,000.

B. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

C. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are 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 (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. 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 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et.

seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

- A.** CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.
- B.** Pursuant to the requirements of ORS 279B.020 and ORS279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:
- 1.** CONTRACTOR shall:
 - a. 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 agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.
 - 2.** 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 agreement as such claim becomes due, the proper officer representing HACC 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 the CONTRACTOR by reason of this agreement.
 - 3.** Tax Laws
 - a. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;
 - ii. 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;
 - iii. 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
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 4.** CONTRACTOR must, throughout the duration of this Agreement 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 Agreement. Further, any violation of the CONTRACTOR's warranty in this Agreement 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 Agreement. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this Agreement, 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 HACC's setoff right, without penalty; and
 - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of CONTRACTOR's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
 - d. These remedies are cumulative to the extent that remedies are not inconsistent, and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 5.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

- 6.** The CONTRACTOR shall promptly, as due, make payment to any person or 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.
- 7.** The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.
- 8.** The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners, 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 negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees, subcontractors, or agents.
- 9.** Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0 01 10 01).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain insurance limits of no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC,

its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.

4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insured's under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and

are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, terrorism, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representative's access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

J. Representations and warranties. Contractor represents and warrants to County 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.

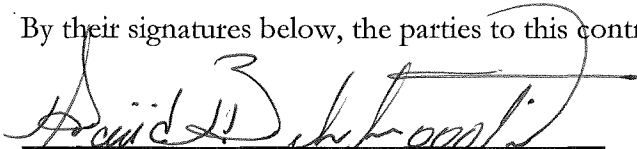
K. Severability. If any provision of this Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L. Waiver. Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

M. Time is of the Essence. Time is of the essence for this Contract.

N. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.


Authorized Signature

Saeid Behboodi / Principal Engineer
Name / Title Printed

3/7/18
Date

503-417-7705
Telephone / Fax Number

93-0870218
Federal Tax ID Number

**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

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Attachment A

HOUSING AUTHORITY OF CLACKMAS COUNTY: PROFESSIONAL GEOTECHNICAL SERVICES

PBS ENGINEERING AND ENVIRONMENTAL

CONTRACT SCOPE OF WORK

When performing work under the Contract, the selected Consultant must meet the standards prevalent in the industry most closely related to the services described below.

The scope of work for this contract will vary as need arises and will be at the discretion of HACC. Geotechnical engineering requests may be, but not limited to, preliminary geotechnical investigations, structural engineering consultation and construction recommendations.

Requested services may be, but are not limited to:

- Reporting on geologic history of the site and recent development activities in the immediate vicinity that might impact the site conditions of a particular property.
- Subsurface explorations and feasibility studies.
- Soil analysis and testing. Provide recommendations for appropriate testing method.
- Depth of groundwater, including expectations for seasonal variations. Analysis of flow of groundwater and surface stormwater. Infiltration testing.
- Slope stability analysis and evaluation, including erosion control recommendations.
- Engineering reports and recommendations for structural design of foundations and building elements.
- Consultation during design and construction, including site inspections and monitoring for conformance with recommendations.
- Pavement design and rehabilitation
- Recommendations for earthwork including suitable materials, compaction requirements, temporary and permanent slope inclinations, and wet weather construction.
- Retaining wall design recommendations
- Seismic design including evaluation of geologic, geotechnical and seismic site hazards, evaluation of liquefaction and lateral spreading
- Geotechnical peer review
- Earthwork and construction observation and testing including observation of pile or anchor installation and testing, density testing of structural fill and AC pavement
- Bid period services.

Attachment B

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING/SURVEYING

Engineering Technician.....	90.00	Design Technician IV.....	125.00	Landscape/Planning I.....	85.00
Engineer I.....	105.00	Engineering Geologist I.....	125.00	Landscape/Planning II.....	95.00
Engineer II.....	115.00	Engineering Geologist II.....	150.00	Landscape/Planning III.....	105.00
Engineer III.....	125.00	Survey I (Assistant).....	80.00	Landscape/Planning IV.....	115.00
Engineer IV.....	135.00	Survey II (Technician).....	95.00	Landscape/Planning V.....	125.00
Engineer V.....	145.00	Survey III (LSIT).....	105.00	Landscape/Planning VI.....	140.00
Engineer VI.....	160.00	Survey IV (PLS).....	135.00	Construction Inspector I.....	85.00
Engineer VII.....	175.00	Survey V (PLS Manager).....	145.00	Construction Inspector II.....	95.00
Engineer VIII.....	185.00	Survey VI (PLS Principal).....	160.00	Construction Inspector III.....	115.00
Principal Engineer.....	215.00	Survey 1-Person Crew.....	130.00	Construction Inspector IV.....	125.00
Design Technician I.....	100.00	Survey 2-Person Crew.....	160.00	Construction Inspector V.....	140.00
Design Technician II.....	110.00	Survey 3-Person Crew.....	220.00	Construction Inspector VI.....	150.00
Design Technician III.....	115.00	Unmanned Aerial Sys Operator.....	130.00		

ENVIRONMENTAL

Field Technician.....	65.00	Project Env./Regulatory Specialist ...	115.00	Sr. Geologist III/Hydrogeologist III..	165.00
Sr. Field Technician.....	80.00	Project Env. Compliance Monitor....	110.00	Prin. Geologist/Hydrogeologist.....	190.00
Field Scientist/Planner.....	75.00	Sr. Env./Regulatory Specialist.....	135.00	Project Manager (Env).....	110.00
Staff Scientist I.....	80.00	Sr. Env. Compliance Monitor.....	120.00	Sr. Project Manager I.....	120.00
Staff Scientist /Planner II.....	90.00	Staff Geologist I.....	80.00	Sr. Project Manager II.....	130.00
Project Scientist/Planner I.....	95.00	Staff Geologist II.....	90.00	Sr. Project Manager III.....	140.00
Project Scientist/Planner II.....	105.00	Proj. Geologist I/Hydrogeologist I....	100.00	Sr. Project Manager IV.....	150.00
Sr. Scientist/Planner.....	140.00	Proj. Geologist II/Hydrogeologist II..	110.00	Sr. Project Manager V.....	160.00
Principal Scientist/Planner.....	190.00	Sr. Geologist I/Hydrogeologist I.....	130.00		
Staff Env./Regulatory Specialist.....	95.00	Sr. Geologist II/Hydrogeologist II....	145.00		

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor.....	80.00	Trainer/Safety Specialist.....	110.00
Industrial Hygienist/AHERA Inspector.....	90.00	Project Designer.....	100.00
Certified Industrial Hygienist I.....	115.00	Project Manager (IH).....	105.00
Certified Industrial Hygienist II.....	150.00	Sr. Project Manager.....	130.00
Sr. Industrial Hygienist I.....	130.00	Principal – Industrial Hygiene.....	190.00
Sr. Industrial Hygienist II.....	140.00		

TECHNICAL SUPPORT STAFF

Administration.....	65.00	GIS Analyst.....	120.00
Project Administrator I.....	80.00	Writer/Editor.....	90.00
Project Administrator II.....	95.00	Graphic Artist.....	100.00
CAD/MicroStation Tech I.....	85.00	IT/Database Management.....	110.00
CAD/MicroStation Tech II.....	100.00	Public Involvement.....	120.00
CAD Manager.....	130.00	Grant Writer.....	125.00

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*

April 5, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between the
Housing Authority and Social Services for Case Management for Public Housing

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Public Housing clients.
Dollar Amount and Fiscal Impact	\$87,984
Funding Source(s)	HACC Local Funds (unrestricted affordable housing fund) pays for the case management. No County General Funds used.
Duration	10/1/17 - 9/30/18
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8739

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 Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for households living in Public Housing, at risk of eviction.

The Case manager will work in collaboration with HACC resident services staff. Resident services staff will assist the case manager in identifying residents in need of assistance and work to develop strategies to provide crisis management and support services.

The scope of work for the case manager is as follows:

- Eviction Prevention
- Identify and provide support services to vulnerable residents
- Advocate for residents as they navigate systems
- Track interventions and outcomes

The goal of tracking interventions and outcomes is supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Public Housing residents.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health, Housing and Human Services Department, Social Services Division (SSD) for the provision of a half time Case Manager by SSD to HACC for its Public Housing Program. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for households living in Public Housing at risk of eviction. Public Housing consists of 545 units. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, that will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management and resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. In cooperation with the SSD Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Caseload will be established and monitored by HACC's Resident Services Coordinator and SSD's Human Services Manager;
4. Pay invoices due to SSD within 30 days of receipt;
5. Assist SSD with measuring and monitoring outcomes of Case Manager's interventions or care plans.

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half time case manager will be \$87,984. The budget components are detailed as follows:

Salary & Fringe Benefits	\$65,648
Indirect Costs	\$11,599
<u>Allocated Costs</u>	<u>\$10,737</u>
TOTAL	\$87,984

This budget may be amended by the Executive Directors of HACC and SSD upon written notification.

- B. HACC may provide funds through its Resident Participation Funds for small miscellaneous expenditures that assist residents with accessing essential services such as transportation fees, school application fees, etc.
- C. Terms of Payment:
 - 1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Jemila Hart, 503-655-8877, jemilahar@clackamas.us

Liaison from SSD for the Program will be: Sherry Mackey, 503-655-8492, sherrymack@clackamas.us

V. Other Terms

- A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A of this Agreement.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- C. Insurance Requirements. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

VI. Term of Agreement

- A. This agreement is effective January 1, 2018 and will terminate on June 30, 2019. The term of this Agreement may be extended by Amendment as noted in Section V above.

VII. Termination

- A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**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

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

**EXHIBIT A – SCOPE OF WORK
CASE MANAGER FOR HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)**

I. Logistics and Management of Caseload:

Case manager will work in collaboration with HACC Resident Services team, including the HACC Human Services Coordinator (HSC), Resident Services Assistant and Resident Services Interns. HACC Resident Services will assist Case Manager with identifying residents in need of assistance, and work to develop strategies to provide crisis management and support services. Case Manager will have an office at PSB. However, HACC can provide remote workspace at Hillside Manor or Oregon City View Manor (OCVM). Most case management work on site will take place at tenant's living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Property Management Eviction Prevention Meeting on the 2nd & 4th Thursdays from 1:30 to 3pm (Property Mgrs, Human Services Coordinator)
- PH/HACC Collaborative Meeting on the 2nd and 4th Tuesdays from 2 to 3pm (Human Services Coordinator and community partners)
- Multi-disciplinary Team Meeting on the 2nd and 4th Tuesdays from 3 to 4pm (Human Services Coordinator, Centerstone representative, Mental Health Staff, and other case managers)
- Holcomb Elementary School Meeting on the 1st Tuesday from 1 to 2pm (Human Services Coordinator, Holcomb school counselor, Mentor Athletics Director and other youth providers).

III. Primary Work Responsibilities of Case Manager:

- Eviction Prevention – Work collaboratively with Resident Services team and other parties to prevent evictions.
- Vulnerable Residents – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- Advocacy - Advocating for residents to navigate service systems and meet basic needs.
- Tracking Interventions and Outcomes – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

April 5th, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the
Housing Authority and Social Services for Case Management for Housing our Families Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Housing our Families clients.
Dollar Amount and Fiscal Impact	\$73,380
Funding Source(s)	HACC Local Funds (unrestricted affordable housing funds) No County General Funds used
Duration	10/1/17 - 9/30/18
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8727

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 Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in “Housing our Families” program.

Housing our Families program consists of eight (8) transitional housing units plus one (1) unit for an on-site staff person. Clients are selected from the Coordinated Housing Access (“CHA”) waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team (“Housing Pod”). Most case management will take place at tenant’s living units, in the community or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems

- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Housing our Families residents.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for the Housing our Families program. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for the Housing our Families program (Program). The project consists of 8 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Janssen Road Apartments or other housing, as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Caseload will be established through the Clackamas County Coordinated Housing Access system and monitored by SSD's Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Pay invoices due to SSD within 30 days of receipt;

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half-time case manager will be \$73,380.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$59,879
Indirect Costs	\$806
<u>Allocated Costs</u>	<u>\$12,695</u>
TOTAL	\$73,380

- B. Terms of Payment:
 - 1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Other Terms

- A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A, Section III of this Agreement.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- C. Insurance Requirements. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

V. Term of Agreement

- A. This agreement is effective October 1, 2017 and will terminate on September 30, 2018. The term of this Agreement may be extended by Amendment as noted in Section IV above.

VI. Termination

- A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**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

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units, in the community or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless families who have been referred to Housing our Families.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

April 5, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to apply for a grant through Metro 2040 Community Planning and Development funding opportunity for Clackamas Heights Master Plan

Purpose/Outcomes	Approval to apply for a grant through Metro 2040 Community Planning and Development funding opportunity to complete a Master Plan of the Clackamas Heights community in Oregon City
Dollar Amount and Fiscal Impact	The Clackamas Heights Master Plan grant request is \$219,914 with \$89,070 in match (in-kind and matching funds)
Funding Source	The Housing Authority of Clackamas County will provide in-kind matching funds of up to \$55,000 and \$26,000 in cash match
Duration	If awarded, the Clackamas Heights master planning process would begin in Spring of 2019 and continue through the FY2020
Previous Board Action	BCC approved Resolution #2017-83 supporting HACC’s application to Metro 2040 Community Planning and Development for the Hillside Redevelopment Project.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Contact Person	Chuck Robbins, HACC Executive Director 503-650-5666

BACKGROUND:

The Housing Authority of Clackamas County (HACC) a division of Health, Housing & Human Services request the approval to apply for grant thru Metro 2040 Community Planning and Development funding opportunity for Clackamas Heights Master Plan. In January, 2018, Metro Regional Government released a funding notice for “2040 Planning and Development Grants.” Eligible applicants for these funds are local governments (cities and counties) within Metro’s service district. Grant applications are due to Metro no later than April 20th, 2018 and grant awards will be made to projects that promote planning activity and lead to activities that make land ready for development. The Housing Authority of Clackamas County is seeking Board approval to submit a grant application.

Fifty percent (50%) of the funding available through the Metro 2040 Grant program is designated for projects that facilitate “equitable development,” either by having a strong emphasis on development that serves historically marginalized communities and/or by promoting equitable housing.

The Housing Authority of Clackamas County (HACC) in partnership with the City of Oregon City, seeks to submit a proposal requesting \$219,914 in funds to complete a Master Plan for the Clackamas Heights community in Oregon City.

Funds requested will go toward completion of the following deliverables:

- Outreach/Communications Strategy with Public involvement

- 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 Assessment for the Clackamas Heights community

The expected development outcomes from the completion of the Master Plan for 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 housing types (e.g. multi-family, single family, duplex etc). Additional development outcomes include improved pedestrian and transit access on the site and the potential for commercial 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 HACC project directly addresses the affordable housing need in Clackamas County, and matches closely with the emphasis on the Metro 2040 Grant program for projects focused on equitable housing/development.

HACC is not aware of any competing Metro application being submitted by another Clackamas County Department or Division.

Timeline

The full application to Metro is due on Friday, April 20th. As part of the full application process, Metro requests the governing body serving as lead applicant to confirm their resource commitment and support for the project by resolution. Staff recommends that a Resolution of Support for the application be placed on the April 12th BCC Business meeting agenda.

Expected Actions for application:

April 5, 2018	HACC Board meeting requesting Letter of Support and Approval to Apply
April 12, 2018	BCC meeting to seek a resolution of support for the Clackamas Heights Redevelopment
April 20, 2018	Application due to Metro
Summer 2018	Award decision from Metro
Fall-Winter 2018	Execute IGA with Metro (if funds awarded)
Spring 2019	Master Planning Begins

RECOMMENDATION:

Authorize the Housing Authority to apply for the 2040 Community Planning and Development Grant for the Clackamas Heights Master Plan. Authorize the signature of a Letter of Support from the Board of County Commissioners for the application as well as prepare a resolution of support to be placed on the April 12th Business meeting agenda. HACC respectively recommends the approval of Option 1.

ATTACHMENTS:

- a. Clackamas Heights Master Plan: Letter of Intent, 2040 Community Planning and Development Grant
- b. Hillside Master Plan: Project Budget

Respectfully submitted,

Richard Swift, Director,
Health, Housing & Human Services Department



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Metro
Planning and Development
2040 Planning and Development Grants (Cycle 6 - 2018)
4/20/2018 deadline

Housing Authority of Clackamas County Clackamas Heights Master Plan

\$ 219,914.00 Requested
\$ 89,071 Matching Contributions

Project Contact

Angel Sully
asully@clackamas.us
Tel: 503-650-3165

Additional Contacts

LBentleyMoses@co.clackamas.or.us,
lterway@orcitey.org

Housing Authority of Clackamas County

13930 S Gain Street
PO Box 1510
Oregon City , OR 97045

Executive Director

Chuck Robbins
chuckrob@clackamas.us

Telephone 503-650-3165
Fax 503-655-8676
Web <http://www.clackamas.us/housingauthority>

Summary Questions

1. Brief project description (one-two sentences)

The Clackamas Heights Master Plan will lead to a site design concept, financial feasibility analysis and phasing schedule for redevelopment of a public housing community in Oregon City, OR.

Letter of intent

1. Metro has targeted 50% of grant funds for qualified projects within the urban growth boundary that have a primary emphasis on equitable development. Indicate below if you believe your project merits consideration for targeted funds.

- This project has a primary emphasis on equitable development.
- Not Applicable

2. Indicate the primary type of work the proposed project would include. Metro understands some applications may combine more than one project type or approach.

- Urban reserve and new area planning
- Strategy or policy development
- Investment strategies and financial tools
- Area-specific redevelopment planning
- Site-specific development or redevelopment
- Equitable housing projects and policies

3. List all key project partners (including the grant applicant) and their anticipated contributions. Include dollar amounts, roles, skills/qualifications, etc. Indicate whether the contributions are confirmed.

Key project partners have authority for implementing outcomes and/or making financial or in-kind contributions to the project.

The key partners for the Clackamas Heights Master Plan project are the Housing Authority of Clackamas County (HACC), the Clackamas County Public Health Department and potentially the city of Oregon City. The Housing Authority is the grant applicant, and will take the lead in project management, procurement, managing consultants, resident engagement and project deliverables. HACC is contributing 500 hours of in-kind staff time and \$26,339 toward consultant fees. HACC has developed a team approach to housing development activities that includes skilled housing project managers, property management and resident services components. The Housing Authority has a competent team of consultants and legal counsel that round out the team and bring years of experience in housing development to the agency.

The Clackamas County Public Health Department is contributing \$7750 of in-kind staff time to this project. They will also be responsible for undertaking a robust Health Impact Assessment for the Clackamas Heights community in order to further inform the potential impacts and benefits of the project from a public health perspective.

The Housing Authority will also partner with the City of Oregon City on the Master Plan. The City's participation will ensure the alignment of City and County affordable housing development goals, and will serve as another link to the broader community. Oregon City has committed and confirmed the contribution of \$22,321 (100 hours) of in-kind staff time to the planning phase of the project.

4. What are the expected project activities and deliverables? Please respond with a list.

The primary objective for this project is to complete a Master Plan for the redevelopment of the Clackamas Heights public housing community in Oregon City, OR.

Project Deliverables:

- Outreach/Communications Strategy
- Detailed Site Analysis
- Development Capacity and Market Analysis
- Preferred Concept Design
- Financial Feasibility and Pro Forma Analysis
- Development Phasing Schedule
- Financing Plan for Federal, State and Local Funding Applications
- Economic Impact Analysis for Job Creation and Economic Opportunities
- Health Impact Assessment

5. What are the expected development outcomes in the community, both short and long term, that you anticipate will result from this project?

One expected short term 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.

Anticipated long term outcomes include the 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.

6. How will the project advance racial equity in the metro region? How will the project advance or complement the region's planning and development goals and policies?

A strong emphasis on community and public engagement will precipitate a planning process that results in an income diverse community and housing opportunities across a range of affordability levels. HACC intends to utilize this project as an opportunity to solicit feedback and to hear the concerns and needs of current and future residents, the Park Place neighborhood and the community at large. The feedback that is received will be used to inform not only the design of the community, but future policies and practices that are implemented in order to make the community the best it can be. Ultimately, HACC intends to establish an approach to housing provision that furthers Fair Housing and racial equity goals in both short and long term decision making at the agency.

The Clackamas Heights Master Plan will help to advance the Six Desired Outcomes of the Regional Framework Plans in the following ways:

1. People live, work and play in vibrant communities where their everyday needs are easily accessible.

The Clackamas Heights Master Plan will be developed to ensure a community where residents feel safe and have enhanced access to healthy affordable food, transit and healthcare services.

2. Current and future residents benefit from the region's sustained economic competitiveness and prosperity.

Development of a mixed income community on the site will provide an opportunity for stable housing for people across the economic spectrum. Once stable housing is obtained, residents have the basis for pursuing other services and opportunities that lend to economic prosperity.

3. People have safe and reliable transportation choices that enhance their quality of life.

The Master Plan will aim to catalyze an increase in transportation choices in and around the underserved Clackamas Heights neighborhood. HACC will invite TriMet and other area transportation providers to the table to develop an upgraded transportation network to increase access for current and future residents.

4. The region is a leader on climate change, on minimizing contributions to global warming.

Sustainable design practices and materials and increased transit opportunities are two of the primary avenues that will be examined as part of the master planning process. Maximization of green space within the community will be explored in order to further mitigate emissions and preserve clean air quality.

5. Current and future generations enjoy clean air, clean water and healthy ecosystems.

A holistic approach to sustainability will be utilized in the planning and design of the neighborhood. Storm water management, recycling and waste management, reduced water consumption, renewable energy generation and an overall focus on resource efficiency are key components that will be assessed in the master plan.

6. Equity exists relative to the benefits and burdens of growth and change to the region's communities.

The Master Plan will help to create additional affordable housing options across a range of income levels while promoting inclusive community engagement opportunities during the planning phase. A stakeholder guided design process will aid in fostering equitable engagement and outcomes for historically marginalized and disenfranchised communities, including current public housing residents.

7. How will the project create opportunities to accommodate your jurisdiction's expected population and employment growth?

There is a demonstrated need for affordable housing across the entire Portland Metro area, and Clackamas County is no exception. This project seeks to increase the total number of affordable housing units on the site and to provide a range of mixed income housing available to residents across the economic spectrum.

Clackamas County has established a goal of developing 2000 new affordable housing units by 2027. The redevelopment of Clackamas Heights is a key component in reaching the housing production goals of both the Housing Authority and the County.

The current housing on the site is reserved exclusively for residents making between 0-30% of the area median income. The master plan will replace the current units at the 0-30% AMI level and expand housing opportunity to future residents at various income levels.

HACC will explore opportunities for job creation via job training opportunities and a partnership with Clackamas Workforce during the planning and implementation phases of the project.

8. Metro Council district(s) of project. Check all that apply.

- District 1 – Shirley Craddick
- District 2 – Seat presently vacant
- District 3 – Craig Dirksen

- District 3 – Kathryn Harrington
- District 3 – Sam Chase
- District 3 – Bob Stacey

9. Please indicate which of the 2040 urban design components will be part of the focus of this project. Check all that apply.

- Central city
- Regional center
- Town center
- Neighborhood center (City of Portland)
- Station community
- Main street
- Corridor
- Neighborhood
- Employment land
- Urban reserve

Short questions

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

-no answer-

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

Under the "Required Uploads" tab, please also provide the required location map or maps showing where the project and/or participating communities are located and project boundaries, if applicable.

-no answer-

3. 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.

In the "Uploads" section of this application, you may include optional info-graphics in the project images upload.

-no answer-

Prior Grants

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

	Project title/purpose	Grant Date initiated amount (mm/yyyy)	Date completed (mm/yyyy)	Still underway?
1.		\$		<input type="radio"/> Yes
2.		\$		<input type="radio"/> Yes
3.		\$		<input type="radio"/> Yes
4.		\$		<input type="radio"/> Yes
5.		\$		<input type="radio"/> Yes
6.		\$		<input type="radio"/> Yes
7.		\$		<input type="radio"/> Yes
8.		\$		<input type="radio"/> Yes
9.		\$		<input type="radio"/> Yes
Total		\$ 0		

Required Uploads

Documents Requested *Required? **Attached Documents ***

Project narrative: Complete the template using 11 point font. Save the document as a PDF and upload. Max. 4 MB per document.



[download template](#)

Project budget tables: Complete the 3 budget tables using the excel template. Save the 3 tables in PDF format and upload. Maximum 4MB per document.



[download template](#)

Letters of commitment: One required from the applicant and one from each project partner. Letters must specifically pledge project support including actions and financial commitments. See the grant handbook for more details. Max. 4MB per document



Project location/geographic reach: Provide up to 3 pages of maps (may include text also) that shows where the project and/or participating communities are located within the region. Include project boundaries if applicable. Max. 4MB per doc



Project images (optional): If desired, upload a PDF file of up to 4 pages containing photos, images or pertinent graphic material. Maximum 4MB per document.

Additional letters of support (optional): If desired, applicants may include up to 5 additional additional letters of support for their project, in PDF format. Maximum 4MB per document.

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 104553

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April 5, 2018

Board of County Commissioners
Clackamas County

Presentation to Recognize April 2 – 6, 2018 as
Public Health Week in Clackamas County

Purpose/Outcomes	To recognize and celebrate national Public Health Week in Clackamas County. To provide a brief presentation communicating the importance and value of the County’s role in protecting and promoting the health of communities.
Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Action	N/A
Strategic Plan Alliance	1. Sustaining Public Health and wellness 2. Ensure safe, healthy and secure communities.
Contact Person	Dawn Emerick, Public Health Director, 503-655-8479

BACKGROUND

The Public Health Division of the Health, Housing & Human Services Department would like to provide a brief presentation to recognize April 2 – 6, 2018 as Public Health Week in Clackamas County. Public Health Week is occurring across the nation this week with the theme of ‘Changing Our Future Together’.

The Public Health Division would like to honor members of the Public Health Advisory Committee and chairs of the Blueprint for a Healthy Clackamas County initiative for their volunteer efforts to help protect, promote and improve the health of communities across Clackamas County.

Please join us in celebrating the power of prevention, advocating for healthy and fair policies, sharing strategies for successful partnerships and championing of a strong public health system.

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

Recognition of April 2nd – 6th, 2018 as Public Health Week

Presentation to the Clackamas
County Board of Commissioners

Role of Public Health Advisory Committee

- Advises the Public Health Director and staff
- Convenes as the Ethics Committee for the H3S / Public Health Division
- Participates in the Blueprint for Healthy Clackamas County
- Reviews written materials
- Makes recommendations to assure alignment with public health goals
- Links public health programs & services
- Promotes public health initiatives and activities
- Participates in community education and engagement

Role of the Board of County Commissioners

Serves as the Board of Health for Clackamas County, set forth in ORS 431.415:

- The county board of health is the policymaking body of the county
- The county board of health shall adopt rules necessary to carry out its policies
- The county board of health shall not adopt a rule or policy that is inconsistent or less strict than any public health law or rule of the Oregon Health Authority
- The county board of health may adopt schedules of fees for public health services

This year's theme...



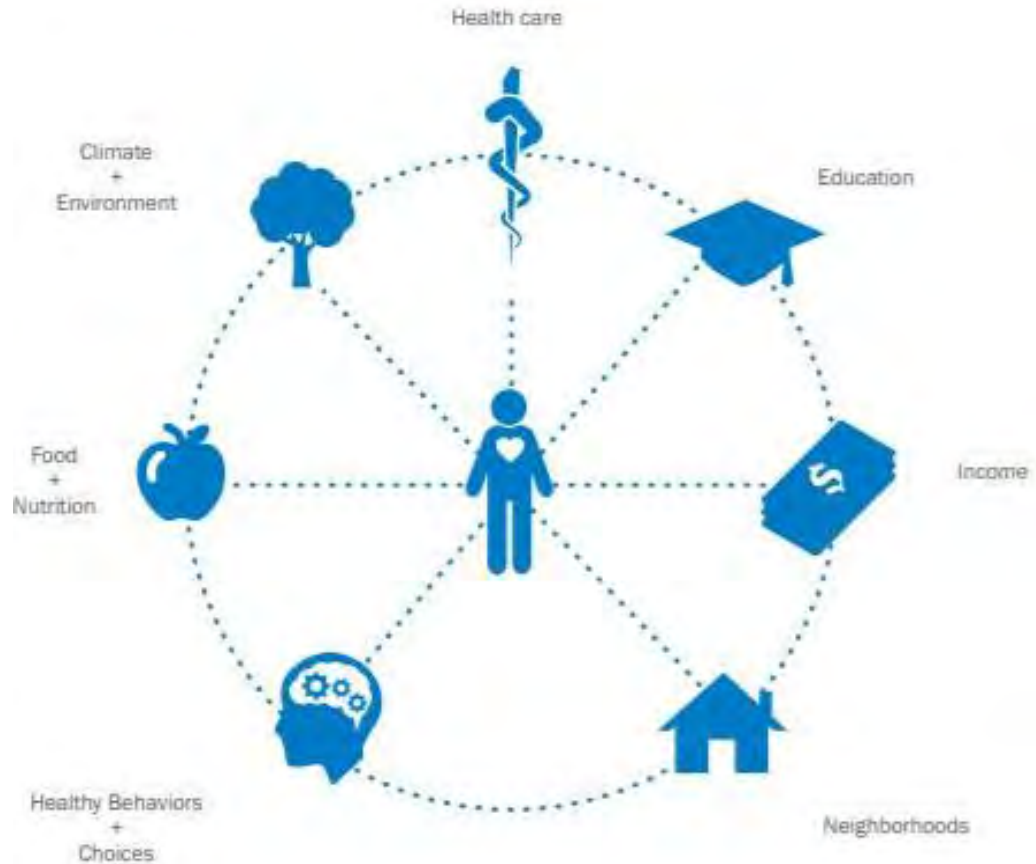
**National
Public Health
Week** www.nphw.org

AN INITIATIVE OF THE AMERICAN PUBLIC HEALTH ASSOCIATION



**BUILDING
OUR FUTURE
TOGETHER**

Achieving Health Requires Strategic Partnerships



Blueprint for a Healthy Clackamas County

Assessment of Community Needs

(2017 Clackamas County Community Health Assessment)

Blueprint for a Healthy Clackamas County

(focused community health improvement activities within Health Equity Zones)

Access to Health Care & Human Services

- Increase Utilization of Services
- Improve Quality
- Transportation

Culture of Health

- Early Childhood Development
- Food Insecurity
- Housing

Healthy Behaviors

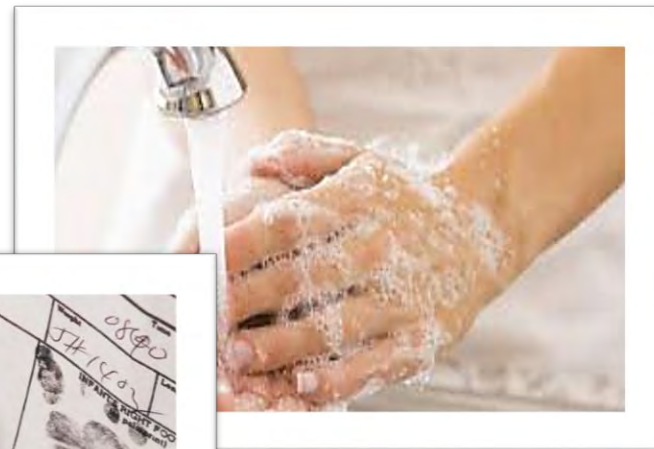
- Heart Disease & Diabetes
- Substance Use/Abuse & Suicides

H3S / Public Health Division Organizational Structure

Access to Care



Infectious Disease Control & Prevention



Vital Statistics

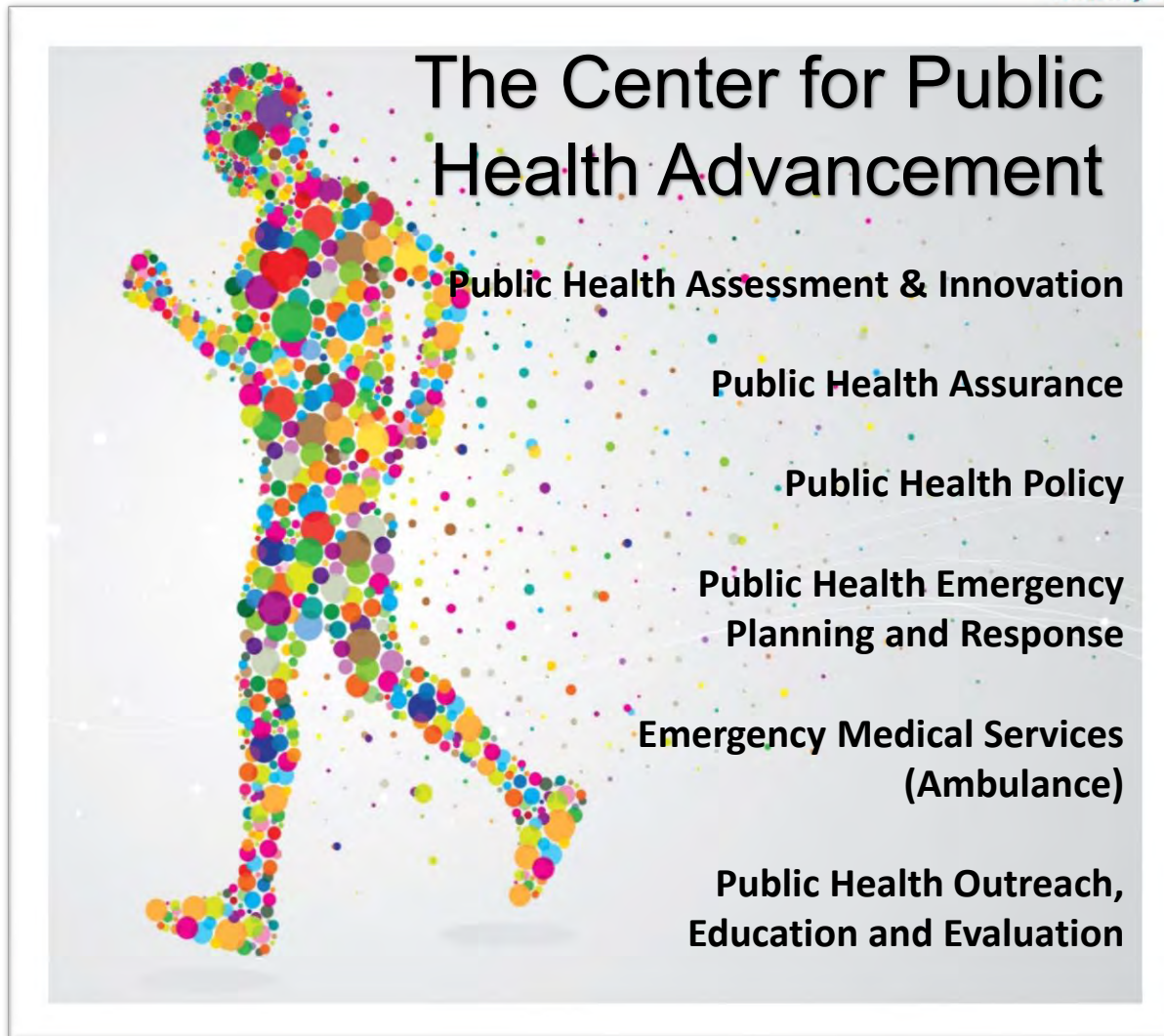


Environmental Health



Healthy, Clean & Safe Places

H3S / Public Health Division Organizational Structure



Recognition of Public Health Champions

Thank you to our Public Health Advisory Committee members and Blueprint for a Healthy Clackamas County volunteers!



Public Health
Prevent. Promote. Protect.



April 5, 2018

Board of Commissioners
Clackamas County

Presentation
April is Child Abuse Prevention Month

Purpose/Outcomes	Update the Board about nationally recognized Child Abuse Prevention Month and highlight the collaborative work that is being done by state, county and local non-profits to prevent and address child abuse.
Dollar Amount and Fiscal Impact	No fiscal impact to the County – the intent is to educate and increase awareness of the issue and to encourage communities to take action to prevent child abuse and neglect.
Funding Source	N/A
Duration	April is dedicated to Child Abuse Prevention, but programming occurs throughout the year.
Previous Board Action	The Board has supported and promoted Child Abuse Prevention Month and highlighted programs that serve these vulnerable children.
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, Director Children, Youth & Families Division 503-650-5677
Contract No.	N/A

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing & Human Services Department presents April as Child Abuse Prevention Month. Preventing child abuse and neglect is a community responsibility that depends on involvement from people throughout the community. According to the Child Welfare Data Book 2017 prepared by Oregon Department of Human Services:

- In Oregon, there were 11,077 child victims of abuse/neglect in 2017 (rate per 1000 children 12.8%).
- There were 511 child victims of abuse/neglect in Clackamas County in 2017 (rate per 1000 children (5.7%)).
 - 41% of the cases involved Neglect
 - 38% - Threat of Harm
 - 10% - Physical Abuse
 - 9% - Sexual Abuse
 - 3% - Mental Injury

Fortunately, the child abuse rate in Clackamas County has been decreasing over the past three years: 7.5% in 2015, 6.7% in 2016, and down to 5.7% in 2017. We must continue our efforts to decrease the incidence of child abuse.

Whether suffering neglect, harsh physical punishment, threat of harm, sexual abuse, or psychological trauma, the children who survive carry the scars of their abuse for the rest of their lives. Research shows that in addition to the direct damage caused to children, child abuse/neglect can impact their

Healthy Families. Strong Communities.

health and well-being in the long term by increasing risk behaviors such as substance abuse, academic failure, and criminal activity, as well as serious health problems such as heart disease and obesity.

Child maltreatment most often occurs when families find themselves in stressful situations without community resources or the knowledge or ability to cope. The majority of child abuse cases stem from situations and conditions that are preventable when community programs and systems are available, engaged and supportive. Communities that care about early childhood development and parental support are more likely to foster nurturing families and healthy children.

We would like to acknowledge agencies that have partnered together to create a continuum of services that support Clackamas County's goal of ensuring safe, healthy and secure communities. Some of these include:

- Local Offices of Oregon Department of Human Services – Child Protective Services
- Clackamas County Early Learning Hub
- Clackamas County Sheriff's Office – Child Abuse and Family Violence Summit
- Children of Incarcerated Parents Committee
- Children's Relief Nursery – Lifeworks NW
- Healthy Families of Clackamas County
- Children's Center of Clackamas County
- Clackamas Parenting Together Parent Education Hub
- Court Appointed Special Advocates
- Clackamas County Multi-Disciplinary Team (includes Sheriff's Office, District Attorney's Office, Oregon Department of Human Services, and other county agencies)

We call upon all Clackamas County citizens to observe Child Abuse Prevention month by recognizing those who work every day to keep our children safe, and by taking action to make our communities healthy places for children to grow and thrive.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

April 5, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Approving a Comprehensive Plan Amendment,
Zone Map Amendment and Site Plan Review Request for a
Mining Operation at the Intersection of S Barlow Road and S Highway 99E

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	Adopt a board order to approve a previously approved land use action
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	Board of County Commissioners (Board) held a public hearing on March 7, 2018, at which time the BCC voted 4-0 to approve each of the three land use requests, and directed staff to draft the board order, conditions of approval, and the findings of fact, all of which are included with this report.
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Nate Boderman, 503-655-8364
Contract No.	None

BACKGROUND:

On January 22, 2018, the Clackamas County Planning Commission conducted a land use hearing to consider an application by Parker-Northwest Paving Co. for a comprehensive plan amendment, corresponding zoning map amendment, and site plan review to allow development of an aggregate mining and processing operation on undeveloped land in the Exclusive Farm Use (EFU) zoning district, on property described as T4S R1E Section 05C, Tax Lot 01100 and T4S R1E Section 05D, Tax Lot 01100, located at the southeast corner of the intersection of S Barlow Road and S Highway 99E. The Commission voted 8-0 to recommend approval of the three consolidated requests.

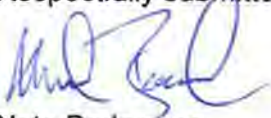
On March 7, 2018, the Clackamas County Board of County Commissioners held a hearing to consider the applications and the recommendation from the Planning Commission. The Board voted 4-0 to approve the request, as recommended by planning staff and the Planning Commission, subject to a number of conditions of approval. The Board then directed staff to draft an order, along with findings supporting the Board's oral decision in the matter.

A copy of the relevant Board Order, with findings and conclusions to be adopted by the Board, have been provided with this report. A list of the conditions of approval have also been provided and would be adopted as part of the Board Order adoption.

RECOMMENDATION:

Staff recommends the Board approve the attached Board Order, which incorporates findings and conditions of approval.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

In the Matter of a Comprehensive
Plan Amendment, Zone Map Amendment,
and Site Plan Review request from
Parker-Northwest Paving Co.
on property described as T4S R1E
Section 05C, Tax Lot 01100 and
T4S R1E Section 05D, Tax Lot 01100

ORDER NO.

File Nos.: Z0568-17-CP, Z0569-17-MAO, and Z0570-17-Z

This matter coming regularly before the Board of County Commissioners, and it appearing that Parker-Northwest Paving Co. made an application for a Comprehensive Plan Amendment, corresponding zoning map amendment, and site plan review to allow development of an aggregate mining and processing operation on undeveloped land in the Exclusive Farm Use (EFU) zoning district, on property described as T4S R1E Section 05C, Tax Lot 01100 and T4S R1E Section 05D, Tax Lot 01100, located at the southeast corner of the intersection of S Barlow Road and S Highway 99E.

It further appearing that the planning staff, by its report dated February 28, 2018, recommended approval of the application with conditions of approval; and

It further appearing that after appropriate notice a public hearing was held before the Planning Commission on January 22, 2018, at which testimony and evidence was presented, and that, at this hearing, the Commission, by the vote of 8-0, recommended approval of this request; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on March 7, 2018, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 4-0 to approve the applications, subject to conditions of approval, which are attached to this order and incorporated herein by reference.

Based on the evidence and testimony presented this Board makes the following findings and conclusions:

1. The applicant requests approval of a Comprehensive Plan Amendment, corresponding zoning map amendment, and site plan review to allow development of an aggregate mining and processing operation on undeveloped land in the EFU zoning district, as identified in Order Exhibit A (map).
2. This Board adopts as its findings and conclusions the *Findings of Fact and Conclusions of Law for Z0568-17-CP, Z0569-17-MAO & Z0570-17-Z* document attached hereto and incorporated herein as Order Exhibit B, which finds the application to be in compliance with the applicable criteria.

In the Matter of a Comprehensive
Plan Amendment, Zone Map Amendment,
and Site Plan Review request from
Parker-Northwest Paving Co.
on property described as T4S R1E
Section 05C, Tax Lot 01100 and
T4S R1E Section 05D, Tax Lot 01100

ORDER NO.

File Nos.: Z0568-17-CP, Z0569-17-MAO, and Z0570-17-Z

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The requested Comprehensive Plan amendment, zoning map amendment, and site plan review are hereby APPROVED, subject to the conditions of approval identified in Order Exhibit C, which are attached to this order and incorporated herein by reference.
2. Table III-2, in Chapter 3 of the Clackamas County Comprehensive Plan, is hereby amended to reflect the approval of the subject properties as a significant Goal 5 mineral & aggregate site, as shown in Exhibit D hereto.

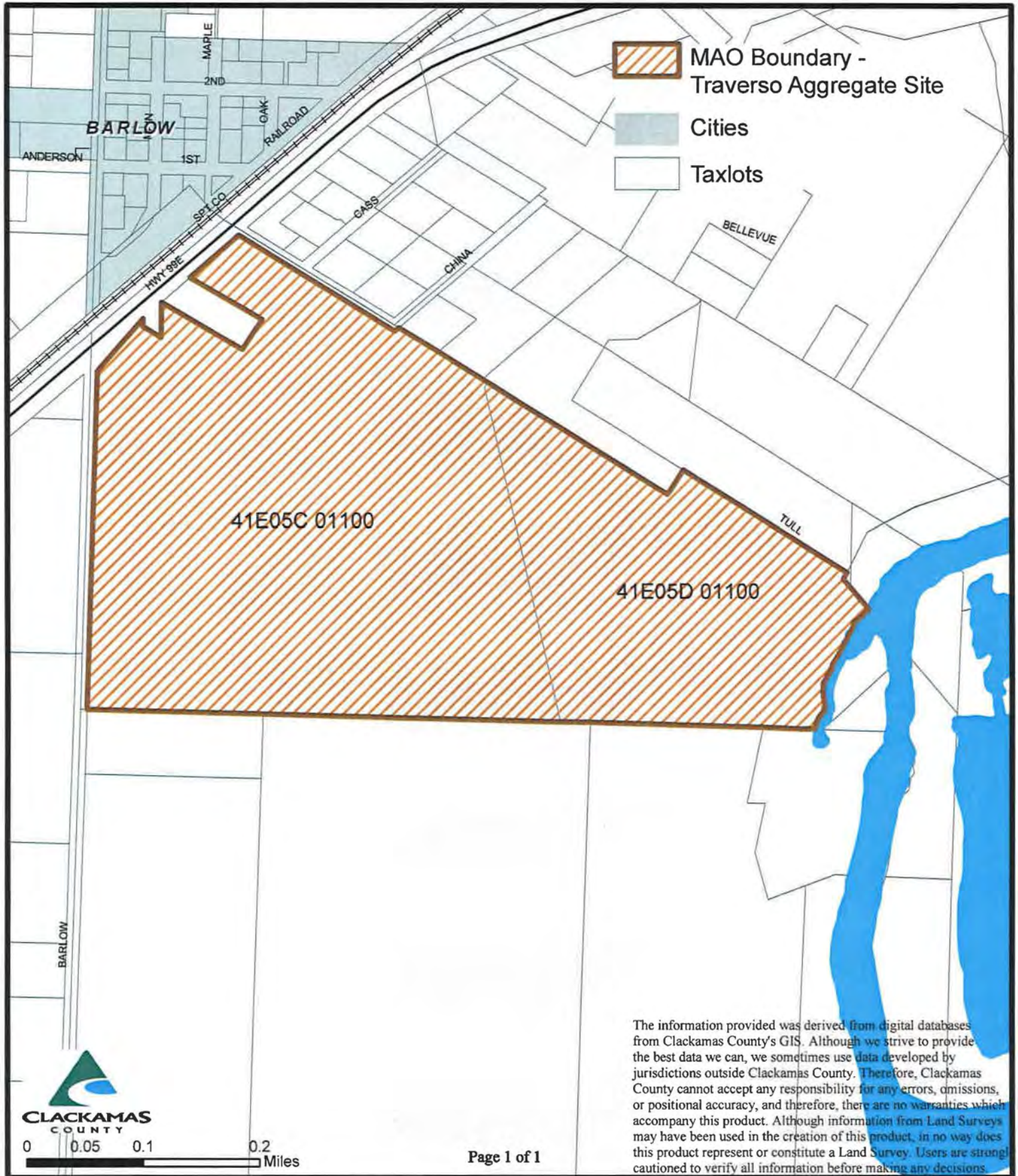
DATED this 5th day of April, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**Board Order Exhibit A:
Z0568-17-CP, Z0569-17-MAO & Z0570-17-Z
Traverso Aggregate Site
Mineral & Aggregate Overlay (MAO) Boundary**





MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

**FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR
Z0568-17-CP, Z0569-17-MAO & Z0570-17-Z:
PARKER NORTHWEST PAVING CO.
SIGNIFICANT GOAL 5 AGGREGATE SITE; MINERAL & AGGREGATE
OVERLAY; AND MINING SITE PLAN REVIEW**

GENERAL INFORMATION

Planning File Nos.: Z0568-17-CP, Z0569-17-MAO & Z0570-17-Z

Adoption Date: April 5, 2018

Applicant: Mrs. Nancy Traverso, Parker-Northwest Paving Co, Inc., 24370 S Hwy 99E, Canby, OR 97013

Owner: Parker-Northwest Paving Co, Inc., 24370 S Hwy 99E, Canby, OR 97013

Proposals: The applicant is proposing three actions:

- (1) A Post-Acknowledgement Comprehensive Plan Amendment (PAPA) to the Clackamas County Comprehensive Plan to designate the subject property, approximately 117.55 acres, as a Goal 5 significant mineral and aggregate resource site in Chapter III, Table III-02 of the Plan (Z0568-17-CP);
- (2) A zoning map amendment to apply a Mineral and Aggregate Overlay (MAO) to the subject properties (Z0570-17-Z); and
- (3) Approval of a Mineral & Aggregate Overlay District Site Plan Review application for the proposed mining operations, if the first two requests are approved (Z0569-17-MAO).

Location: On the east side of S. Barlow Road, at the intersection with HWY 99E; just south of the City of Barlow)

Legal Description: T4S, R1E, Section 5C, Tax Lot 01100 W.M.
T4S, R1E, Section 5D, Tax Lots 01100 W.M.

Comprehensive Plan Designation: Agriculture

Zoning District: EFU; Exclusive Farm Use

Total Area Involved: The site includes approximately 117.55 acres.

BACKGROUND INFORMATION, DESCRIPTION OF THE SUBJECT PROPERTY AND SURROUNDING AREA AND PUBLIC SERVICE PROVIDERS

A. Prior Land Use Applications:

File Nos. Z0371-86-C: In 1986, Wilmes Sand & Gravel obtained a conditional use permit for the extraction of raw aggregate materials on approximately eight (8) acres of the subject site, in conjunction with sites to the south of the subject. This acreage is located in the easternmost portion of the property, adjacent to the Molalla River, and is the only portion of the property located within the mapped regulatory floodplain of that river.

This mining site has been exhausted and reclamation under DOGAMI permit no. 03-0112 is currently under way.

File Nos. Z0519-99-PLA: A property line adjustment was completed to reconfigure and combine several taxlots to reflect the existing legal lot of record status of those lots. Approval of this action resulted in the current configuration of the subject lots, which contains two legal lots of record.

B. Proposal: The stated intent of this proposal (according to the applicant's narrative) is to "expand the Wilmes Sand & Gravel site in order to replace a supply of onsite aggregate required for processing at Canby Sand & Gravel Site." Given that the "Wilmes" site was not designated as a significant Goal 5 resource, this proposal is being considered as a new (rather than expansion) use to designate the entire site as a significant Goal 5 resource and apply the Mineral & Aggregate Overlay (MAO) to the site.

In addition to the Comprehensive Plan text and zoning map amendments to establish the MAO, the applicant proposes to mine and process aggregate materials from the portion of the subject property that was not subject to the prior mining approvals ("Wilmes site"). The total excavation area is approximately 79 acres of the total 117.55 acres. The applicant estimates that there are approximately 6,500,000 tons of alluvial sand and gravel materials on the subject property and that the aggregate meets the applicable standards of Goal 5 to establish that the property is a Significant Mineral and Aggregate Resource site.

The proposed mining operations will involve processing (crushing, stockpiling and associated activities) either on-site or on the adjacent (to the northeast) "Canby Sand & Gravel site", which is also owned and operated by Parker-Northwest Paving Company. Mining and processing operations on that site have been established as a legal, non-conforming use (per Z0155-12-NCU). Under either scenario for processing, materials would be transported across the "Wilmes site" to the adjacent "Canby Sand & Gravel site" and use the current, established driveway access from that site onto Highway 99E.

Excavation would occur across the proposed Extraction Area of the subject site, progressing from the southeast to the north and northwest. The site would be reclaimed, as identified in the application narrative and **Figures 8, 12, and 13, Application** with a pond, wetland and associated vegetation. The applicant is working with the State Department of Geology and Mineral Industries ("DOGAMI") to obtain that agency's approval of the reclamation plan.

Little site preparation is required before mining could begin on the property, as the majority of the property has been in seasonal agricultural production or used for grazing; as such, it contains little vegetation, only approximately 80 sequoia trees that were planted several decades ago along S. Barlow Rd and S. Tull Ave. These trees will remain and be incorporated into the screening plan for the site. There are no regulated wetlands on the site.

The rock will be excavated in three phases over an estimated 10-20 year period depending upon demand, as shown in **Figure 6, Application** and as described in detail on pages 1-5 of **Appendix D, Application**. Mining excavation setbacks of 50-200 feet from property lines will be maintained around the excavation area. Noise mitigation barriers, where appropriate, may be located within the setbacks, as allowed by the DOGAMI.

Proposed conceptual reclamation of the property will occur concurrently with the mining extraction activities, to the extent practical. Once excavation activities are completed in a particular area of the property, they will progress to another area, and reclamation activities will commence in the excavated area and will include the creation of a natural area including a pond and wetlands and native vegetation. Being zoned Exclusive Farm Use (EFU), the potential for future development of this site is limited to agricultural or related uses; returning the land to a natural state with habitat is consistent with the intent of EFU land.

C. Definitions: Oregon Administrative Rule 660, Division 23 outlines the "Procedures and Requirements for Complying with Goal 5." OAR 660-023-010 and 660-023-0180(1) includes the definitions of a number of words and terminology which will be used in the evaluation of this application.

D. Site Description: As illustrated below, the subject property is generally located at the southeast corner of the intersection of Highway 99E and S Barlow Rd and is bound by S Barlow Road; the "Cadman" mining site; the Molalla River; the "Canby Sand & Gravel site; developed and undeveloped rural industrial sites; Highway 99E; and the historic

Barlow House property. Maps of the subject property and the surrounding area are included in **Figures 1 through 4, Application**.

The subject property includes two separate legal lots of record, totaling 117.55 acres. The majority of the site (approx. 100 acres) is currently undeveloped, and has reportedly been in some sort of seasonal agricultural use and/or grazing for several decades. Site elevations range from a high of approximately 115 feet Mean Sea Level ("MSL") in the southeastern portion of the property to a low of approximately 105 feet MSL in western portion of the property. The eastern portion of the property is also located within the 100-year floodplain; however the proposed Extraction Area all lies above and outside the mapped floodplain area.

There is little to no natural vegetation on the property and no regulated wetland areas.

The subject site lies within a Rural Reserve area, adopted pursuant to OAR 660, Division 27. While this designation does generally preclude properties from obtaining a change in the Comprehensive Plan or zone designation, the subject proposal is allowed, per OAR 660-027-0070(4), which specifically allows counties to adopt or amend Plan provisions or land use regulations in rural reserves *"in order to allow: (a) Uses that the county inventories as significant Goal 5 resources, including programs to protect inventoried resources as provided under OAR chapter 660, division 23..."*

E. Zoning: The subject property is currently zoned Exclusive Farm Use (EFU); the Comprehensive Plan designation is "Agriculture." The property is located outside the Portland Metropolitan Urban Growth Boundary and the Metropolitan Service District Boundary.

F. Surrounding Conditions: Detailed description of surrounding properties can be found on **pages 7-8, Application** and **Appendix G, table 1, Application**. Generally, there are large active or retiring surface mining operations to the west, south, east and northeast of the subject; and rural industrial properties to the north/northeast and to the northwest. Immediately north of the subject, across SE Highway 99E and the Union Pacific Railroad, is the city of Barlow, a small city with approximately 140 residents and a small commercial area.

Table 1. Summary of Surrounding Uses

Location	Existing Use(s)	Zoning	Comments
West (across S Barlow Rd)	Mining	EFU (Exclusive Farm Use)	Approx. 90 acres approved for aggregate mining (files Z0331-11-CP, Z0662-11-ZAP). MAO overlay includes entire site and the westernmost approx. 450 feet of the subject properties.
South	Mining/one residence (“Hanes” house)	EFU	Approx. 248 acres approved for aggregate mining (files Z0348-93-CP & Z0349-93-ZAP and Z0756-06-CP & Z0757-06-ZAP). MAO overlay includes entire mining site, does not extend over residence. Asphalt batch plant approved for a portion of this site (Z0652-99-C).
Southeast/ East/ Northeast	Mining/Molalla River	EFU and RI	Molalla River traverses the easternmost boundary of the subject property, adjacent to the 8-acre, “Wilmes” site portion of the subject. Properties under same ownership in the vicinity of the subject are actively being mined or have been and are in the reclamation process, including the neighboring site, operating under Z0155-12-NCU and a 53-acre mining site across the Molalla River (Z0393-93-CP).
North/ Northeast	Rural industrial uses	RI (Rural Industrial)	Uses generally consist of construction equipment repair, storage and/or sales; contractors; mechanic shops; marijuana businesses; and other similar rural industrial businesses.
North (across S Hwy 99E)	Residences, commercial; Historic Barlow House	City zones: C and R-1	City of Barlow, which primarily contains residences and a small commercial area with a mini storage facility. The Barlow House – a designated historic home built c.1885 - is located on 1.48 acres of land fronting Highway 99E and surrounded on three sides by the subject property.
Northwest	Rural industrial uses; agriculture	RI and EFU	Rural industrial businesses in this area are primarily marijuana processing, conducted entirely indoors.

G. Service Providers:

1. Sewer: The subject property is not located within a public or private sewer district. Sewage disposal is accommodated by an on-site sewage disposal systems in this area.
2. Water: The subject and surrounding properties are served by private wells.
3. Surface Water: The subject property is not located within a public or private surface water district. Surface water is regulated pursuant to Section 1008 of the ZDO. The Oregon Dept. of Geology and Mineral Industries (DOGAMI) and the Oregon Dept. of Environmental (DEQ) also have jurisdiction over some aspects of surface water management for surface mining operations.
4. Fire Protection: Canby Fire District #62

H. Agency and Property Owner Notification List:

1. Cities of Canby and Barlow
2. Clackamas County WES/SWMAAC
3. Canby Fire District #62
4. Clackamas County DTD/Engineering Div.
5. Clackamas County WES/Soils Section
6. County Weighmaster
7. Dept. of Geology and Mineral Industries (DOGAMI)
8. Dept. of Environmental Quality (DEQ)
9. Dept. of Land Conservation and Development (DLCD)
10. Oregon Dept. of Water Resources (ODWR)
11. Metropolitan Service District (METRO)
12. Aurora Airport
13. Oregon Dept. of Aviation
14. Oregon Dept. of Transportation (ODOT)
15. Property owners of record within 2,500 ft. of the subject property (per ZDO Section 1307.10(3)(b)(iv))

I. CPO Recommendation: The subject property is located within the South Canby Community Planning Organization (CPO), which is not active.

J. Public Hearings: After appropriate notice, a public hearing was held before the Planning Commission on January 22, 2018, at which testimony and evidence was presented. At this the Planning Commission, by the vote of 8-0, recommended approval of this request. The Board of County Commissioners conducted a *de novo* review of the applications, including at a public hearing held before the Board of County Commissioners on March 7, 2018. At this hearing testimony and evidence were presented and the Board made the decision, by the vote of 4-0, to approve the applications, subject to the identified conditions of approval.

TABLE OF CONTENTS

SECTION 1. Post Acknowledgement Plan Amendment / Comprehensive Plan Text Amendment (File No. Z0568-17-CP). This application is subject to and must be consistent with the Statewide Planning Goals, Oregon Administrative Rules (OARs) and the Clackamas County Zoning & Development Ordinance (ZDO).

Part 1 – Compliance with Statewide Planning Goals.....Page 8
Part 2 – Compliance with OAR 660-023 – General Provisions.....Page 16
Part 3 – OAR 660-023-0060 – Notice Requirements..... Page 17
Part 4 – OAR 660-023-0180(3) – Significance DeterminationPage 18
Part 5 – OAR 660-023-0180(5) – Determination to Allow/ Not Allow Mining...Page 21
Part 6 – OAR 660-023-0180(7) – Conflicting Uses in Impact Area.....Page 32
Part 7 – OAR 660-023-0180(8) – Determination of Complete Application.....Page 33
Part 8 – Summary of Findings Regarding PAPA.....Page 35

SECTION 2. Zoning Map Change Application (File No. Z0570-17-Z).The zone change application is subject to the criteria in Section 1202 of the Clackamas County Zoning and Development Ordinance.

Part 1 – Evaluation of criteria in Section 1202.....Page 36
Part 2 – Summary of Zone Change Criteria.....Page 38

SECTION 3: Site Plan Review Application (File No. Z0569-17-MAO)

Part 1 – Evaluation of criteria in Section 708.....Page 38
Part 2 – Summary of Site Plan Review Criteria.....Page 53

SECTION 1- COMPREHENSIVE PLAN TEXT AMENDMENT (Z0568-17-CP)

PART 1. COMPLIANCE WITH STATEWIDE PLANNING GOALS

A. Goal 1: Citizen Involvement: *To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

This is a quasi-judicial land use application. The Clackamas County Comprehensive Plan and Section 1300 of the Zoning and Development Ordinance (ZDO) contain adopted and acknowledged procedures for citizen involvement and public notification. This application has been processed consistent with the notification requirements in Section 1307 of the ZDO including notice to individual adjacent and surrounding property owners within 2,500 feet of the subject property, notice in the local newspaper, and notice to affected agencies and dual interest parties. Notice to the Community Planning Organization (CPO) in the area was not provided because the CPO is inactive. Advertised public hearings were conducted before the Clackamas County Planning Commission and Board of County Commissioners, which provided an opportunity for additional citizen involvement and input.

This application is consistent with Goal 1.

B. Goal 2: Land Use Planning: *To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

The findings addressing this Goal include references to Oregon Administrative Rule 660, Division 23 as the applicable rule guiding the process for the County decision-making for Goal 5 Post-Acknowledgement Plan Amendments (PAPAs).

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to the following governmental agencies for comments; City of Barlow, Canby Fire District, Aurora Airport, County Dept. of Transportation and Development (DTD), Traffic Engineering, County Weighmaster, Oregon Dept. of Transportation; District 2B, Oregon Dept. of Aviation, Dept. of Geology and Mineral Industries (DOGAMI), Dept. of Environmental Quality, Dept. of Land Conservation and Development and Dept. of Water Resources. Notice of this application was provided to all these agencies and property owners of record within 2,500 feet of the subject property on November 22, 2017, well in advance of the first evidentiary public hearing. This notice provided an opportunity for these governments and agencies to evaluate and comment on this application and for the County to consider and coordinate this decision and action with the affected governments and agencies.

The subject property is located in proximity to the Cities of Canby and Barlow and within the boundary of the Urban Growth Management Agreement (UGMA) between Barlow and Clackamas County. Notice of the application was provided to both these cities. This proposal will not affect the Comprehensive Plan of any nearby cities. No comments have

been received from either Barlow or Canby.

Goal 2 requires that all land use actions be consistent with the acknowledged Comprehensive Plan. This application has been evaluated against all the applicable goals and policies of the Clackamas County Comprehensive Plan. The background information and findings provided by the applicant and within this report, and comments received from agencies and interested parties provide an adequate factual base for rendering an appropriate decision consistent with the adopted County Comprehensive Plan.

This application is consistent with Goal 2.

C. Goal 3; Agricultural Land: To preserve and maintain agricultural lands.

The subject property is designated Agriculture on the County Comprehensive Plan map. No change in the Agricultural plan designation is proposed. This PAPA application requires a “balancing” of Goal 3, which is intended to preserve agricultural lands and Goal 5 which is intended to protect significant natural resources including mineral and aggregate resources. The “balancing” test is essentially weighed using the Goal 5 process in OAR 660, Division 23. The findings throughout this document provide an analysis of that rule and other applicable Statewide Planning Goals and Oregon Administrative Rules. This proposal is consistent with Goal 3 because, as discussed herein, the mineral and aggregate resource on the property is considered “Significant”. Approval of this application will recognize and protect the resource, allow use of the resource to be mined for a limited duration and the post mining use for fish and wildlife habitat uses is an allowed use in agricultural area and consistent with the preservation of agricultural land. Based on those findings this proposal is consistent with Statewide Planning Goal 3.

This application is consistent with Goal 3.

D. Goal 4; Forest Land: To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water and fish and wildlife resources and to provide for recreational opportunities and agriculture.

The subject property is designed Agriculture on the Comprehensive Plan map. This application does not include any land designated Forest on the Comprehensive Plan map and therefore; Goal 4 is not applicable to these applications.

Goal 4 is not applicable.

E. Goal 5; Open Spaces, Scenic and Historic Areas, and Natural Resources: To conserve open space and protect natural and scenic resources.

Goal 5 resources include open space areas, scenic and historic resources and other natural features and resources, including mineral and aggregate resources. Chapter 3 of the

Clackamas County Comprehensive Plan identifies significant Goal 5 resources within the County.

The subject property is located in proximity to three significant Goal 5 resources:

1. The Historic Barlow House (T4S, R41E, Section 5C, Tax Lot 900) which is bound on the west, south and east by the subject property and on the north by Highway 99E.
2. The adjacent Mineral and Aggregate (MAO) sites to the south and west. These sites have received several separate approvals but are operated as one mining operation. Overall, approximately 340 acres have been designated as significant and the MAO overlay applied.
3. The riparian corridor, buffer and floodplain of the Molalla River, a designated Principal River, located adjacent to the eastern property line of the subject.

This application requests that the subject property be identified as a significant Goal 5 Mineral and Aggregate Resource site. This again requires a “balancing” of this potential Goal 5 resource against the protection of, and / or potential conflicts with, other Goal 5 resources in the area.

OAR 660-023-0180(5)(b)(D) requires a conflict analysis to consider impacts of the proposed mining on other Goal 5 resources. The finding in SECTION 1, Part 6 of this report demonstrate that, with mitigation, the proposed mining use and specified Extraction Area will not have significant impacts on the Barlow House; adjacent mining operations; or the Molalla River corridor, and are adopted to address this Goal.

This application is consistent with Goal 5.

F. Goal 6: Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state.

The County Comprehensive Plan and ZDO contain adopted implementing regulations to protect the air, water and land resources. These regulations, which include compliance with both County and State requirements (DEQ, DOGAMI, etc.), include standards to regulate air, dust, water, erosion and noise. Compliance with these regulations will be required and applied to any future development proposals (grading, mining, processing, hauling, etc.) on the property. Compliance with these regulations will ensure the proposed mining operation maintains and improves the air, water and land resources in the area.

This application is consistent with Goal 6.

G. Goal 7: Areas Subject to Natural Disasters and Hazards: To protect life and property from natural disasters.

The proposed Extraction Area is located outside of the regulatory (“100-year”) floodplain of the Molalla River. The portion of the subject site that lies within the mapped 100-year floodplain includes the “Wilmes” site, currently is the process of reclamation, which includes the creation of a natural, vegetated buffer in the riparian area of the Molalla River.

The subject properties contain no other mapped hazard areas. The applicant has also submitted a surface water management plan to reduce or avoid potential adverse flooding impacts to off-site properties due to storm water runoff.

Therefore the Board can find that, with conditions of approval prohibiting certain uses within the floodplain area and stipulating adherence to surface water management plans, this proposal would have no significant impact on areas subject to natural disasters or hazards.

This application is consistent with Goal 7.

H. Goal 8; Recreational Needs: *To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate to provide for the siting of necessary recreational facilities including destination resorts.*

This proposal does not involve any designated recreational or open space lands, or affect access to any significant recreational uses in the area. This project will have no impact on the recreational needs of the County or State.

Goal 8 is not applicable.

I. Goal 9; Economic Development: *“To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon's citizens.”*

This Goal is intended to ensure Comprehensive Plans contribute to a stable and healthy economy in all regions of the state. Goal 9 also requires the County to provide for an adequate supply of sites of suitable sizes, types, locations, and services for a variety of industrial and commercial uses consistent with plan polices.

OAR 660-009 implements Statewide Planning Goal 9 for lands within urban growth boundaries. The subject property is not located within an urban growth boundary, therefore OAR 660-009 is not applicable. This proposal does not include any land designated for commercial, industrial or other types of employment uses specifically regulated under Goal 9.

However, the proposed project furthers the objectives of this goal by providing a material (rock) that is essential to the construction of a variety of infrastructure projects both within and outside the nearby Portland Metropolitan UGB area. Development of these infrastructure projects will support a variety of economic activities across the state.

This application is consistent with Goal 9.

J. Goal 10: Housing: *"To provide for the housing needs of citizens of the state."*

This goal requires local jurisdictions to provide for an adequate number of needed housing units and to encourage the efficient use of buildable land within urban growth boundaries. OAR 660-007 and 660-008 defines the standards for determining compliance with Goal 10. OAR 660-008 addresses the general housing standards. OAR 660-007 addresses the housing standards inside the Portland Metropolitan Urban Growth Boundary. OAR 660-007 takes precedence over any conflicts between the two rules.

The Board finds that Goal 10 is not applicable because this application does not include land planned to provide for urban residential or rural residential housing. The Agricultural plan designation is intended to preserve and maintain the land for agricultural uses and is not intended to provide land for housing. This proposal will not affect the inventory or amount of buildable lands needed for housing in the County.

Goal 10 is not applicable.

K. Goal 11: Public Facilities and Services: *"To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development."*

This Goal provides guidelines for cities and counties in planning for the timely, orderly and efficient arrangement of public facilities and services, such as sewer, water and storm drainage. The Goal requires these public facilities and services to be provided at levels necessary and suitable for urban and rural uses, as appropriate. The subject property is located outside of an urban growth boundary and is considered "Agriculture" land. The area is not located within, or serviced by any public or private water, sewer or storm drainage service district. The extension of public sewer, water or storm drainage facilities is not proposed or required to support the proposed mining operation.

The inclusion of the subject property as a significant mineral and aggregate site will have no effect on the planning of public facilities or services by the County or nearby cities of Canby and Barlow.

This application is consistent with Goal 11.

L. Goal 12: Transportation: *"To provide and encourage a safe, convenient and economic transportation system."*

Oregon Administrative Rule (OAR) 660-012 (Transportation Planning Rule) implements Statewide Planning Goal 12.

OAR 660-012-0060 applies to any plan map amendment that would significantly affect an existing or planned transportation facility. OAR 660-012-0060(1) requires any amendments to functional plans, acknowledged comprehensive plans, and land use regulations which would significantly affect a transportation facility to demonstrate (put in place measures as provided in Section (2) of the rule) that allowed land uses are consistent with the identified function, capacity, and performance standards (e.g. level of service, volume to capacity ratio, etc.) of the facility. Pursuant to OAR 660-012-0060(1) a plan or land use regulation amendment is deemed to significantly affect a transportation facility if it;

- a) *Changes the functional classification of an existing or planned transportation facility;*
 - b) *Changes standards implementing a functional classification; or*
 - c) *As measured at the end of the planning period identified in the adopted transportation system plan:*
 - A. *Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility; or*
 - B. *Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP or comprehensive plan; or*
 - C. *Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.*
3. Pursuant to OAR 660-012-0060(2) compliance with OAR 660-012-0060(1) can be achieved by one or a combination of the following;
- a) *Adopting measures that demonstrate the allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.*
 - b) *Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.*
 - c) *Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes.*
 - d) *Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.*
 - e) *Providing other measures as a condition of development or through a development agreement or similar funding method, including transportation system management*

measures, demand management or minor transportation improvements. Local governments shall as part of the amendment specify when measures or improvements provided pursuant to this subsection will be provided.

The applicant has submitted a Traffic Analysis (TA) completed by Sandow Engineering dated September 29, 2017 (**Appendix E, Application**). The TA included a comparison of the reasonable worst-case trip generation scenario of the Site under the existing zoning designation (EFU), with the reasonable worst-case trip generation scenario under the proposed zoning designation (MAO) and concluded the following:

- *Highway 99E at South Barlow road currently does not meet the adopted mobility standard and will continue to do so through Clackamas County's Transportation System Plan planning horizon. Oregon Highway Plan Action 1F.5 defines the mobility standard as no further degradation for this intersection. The added traffic from the proposed aggregate extraction operation does not worsen the v/c beyond background conditions, meeting ODOT mobility targets as defined in the Oregon Highway Plan;*
- *The site driveway will meet the mobility standard for the year of opening and through the end of Clackamas County Transportation System Plan planning horizon with the comprehensive plan amendment; and*
- *The existing horizontal alignment of all roadways can accommodate truck traffic consistent with applicable standards under Goal 5.*

The Oregon Department of Transportation has submitted comments regarding this proposal (see Exhibit 2) in which state that they have *reviewed the traffic impact study submitted with the application and determined that there will be no significant effect on OR 99E*. The County's Traffic Engineering Division did not submit comments.

Therefore The Board finds that this proposal is consistent with OAR 660-012-0060(1)(a) and (b) because it does not include in a change in the functional classification of an existing or planned transportation facility, nor change the standards implementing a functional classification. This proposal will not significantly affect the State transportation system as defined in OAR 660-012-0060(1)(c)(C) because it will not worsen the performance of the Hwy. 99E / Barlow Road intersection. The TA demonstrates the County transportation system is adequate to accommodate anticipated traffic throughout the 20 year planning period as required in the Comprehensive Plan.

This proposal is consistent with Goal 12.

M. Goal 13: Energy Conservation: *To conserve energy.*

The objective of Goal 13's is the conservation of energy. The proposed project will have at least two significant positive energy consequences. First, mining the aggregate resource will facilitate completion of many needed transportation improvements, which will, in turn, provide greater capacity and smoother surfaces. As a result, vehicles on

roads throughout the region will be able to consume less fuel because they will spend less time idling in traffic and/or confronting substandard road conditions.

Furthermore, the energy consequences of allowing a mine can also be considered positive due to the close proximity to the cities of Canby, Barlow, Aurora, and other nearby locations where there is a current or projected significant amount of growth and demand for aggregate. Locating a mine near these markets will reduce the distance the product must travel, resulting in lower fuel consumption. The property's proximity to major transportation corridors, such as Highway 99E and Interstate 5, also reduces fuel consumption and energy impacts compared to more remote locations.

This proposal is consistent with Goal 13.

N. Goal 14; Urbanization: *To provide for an orderly and efficient transition from rural to urban land uses.*

The Board finds that Goal 14 is not applicable to this application for the following reasons:

- a. The subject property is not located within an UGB or Urban Reserve Area.
- b. This proposal does not involve a change in the location of the UGB.
- c. This proposal does not include a conversion of rural land to urban land, or urbanizable land to urban land.

Goal 14 is not applicable.

O. Goal 15: Willamette River Greenway: *To protect, conserve, enhance and maintain the natural scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.*

1. The subject property is not located within or near the Willamette River Greenway and therefore Goal 15 is not applicable.

Goal 15 is not applicable.

P. Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes) and Goal 19 (Ocean Resources).

Goals 16, 17, 18 and 19 are not applicable to Clackamas County.

PART 2. OREGON ADMINISTRATIVE RULE 660-023 – General Provisions and Requirements.

A. General Process: Oregon Administrative Rule 660, Division 23 contains the procedures and requirements for complying with Statewide Planning Goal 5. Oregon Administrative Rule 660-23-0180 specifically relates to Mineral and Aggregate Resources. OAR 660-023-0180(2) outlines the general process for evaluating the PAPA. The application correctly summarizes this process on **page 11** of the **Application**.

B. Individual Applications: OAR 660-23-180(2) requires local governments to amend acknowledged Comprehensive Plan inventories with regard to mineral and aggregate resources at periodic review or in response to an individual application for a Post Acknowledgement Plan Amendment (PAPA). This PAPA application has been submitted by an individual land owner.

C. Processing Time Line: Pursuant to OAR 660-023-0180(5) the County has 180 days after the receipt of the application to complete the review process and render a decision. The application was deemed complete on November 2, 2017. The 180 processing deadline is May 1, 2018. The Board of County Commissioners held the final public hearing on March 7, 2017.

D. Applicable Sections: The following Sections of OAR 660-023 are applicable to this application: Section 10 (Definitions), Section 60 (Notice and Land Owner Involvement) and Section 180 (Mineral and Aggregate Resources).

PART 3. OREGON ADMINISTRATIVE RULE 660-023-0060 - Notice and Landowner Involvement Requirements.

A. OAR 660-023-0060: Local governments shall provide timely notice to landowners and opportunities for citizen involvement during the inventory and ESEE process. Notification and involvement of landowners, citizens, and public agencies should occur at the earliest possible opportunity whenever a Goal 5 task is undertaken in the periodic review or plan amendment process. A local government shall comply with its acknowledged citizen involvement program, with statewide goal requirements for citizen involvement and coordination, and with other applicable procedures in statutes, rules, or local ordinances.

Section 1307 of the ZDO identifies the notice requirements and procedures for a quasi-judicial application and public hearings. This Section requires notice at least 35 days before the first evidentiary hearing to the CPO. The CPO is inactive in this case, and therefore notice was not provided.

Notice is also required at least 20 days prior to the hearing to the applicant, property owners of record within 1,000 feet of the subject property's impact area (generally 1,500 feet from the subject) and contiguously owned property, nearby airport owners, the Oregon Department of Aviation and dual interest organizations. Notice must also be provided in a newspaper of general circulation in the affected area at least 10 days prior to the hearing.

Paragraph H in the BACKGROUND Section of this report includes a list of all the agencies sent notice of this application. This list includes all the affected dual interest area parties, including the Aurora Airport and the Oregon Dept. of Aviation. Notice was mailed to all these parties on November 22, 2017, approximately 61 days prior to the first scheduled hearing before the Planning Commission on January 22, 2018.

Notice of this application has also been provided to adjacent and nearby property owners within 2,500 of the subject property and contiguous property. Notice was also provided to property owners on November 22, 2017, approximately 61 days prior to the first public hearing. A notice of the public hearing was provided to the Canby Herald newspaper for publication in December 2017.

Notice of the application has been provided consistent with State law, County Comprehensive Plan policies and ZDO requirements. The notice for this application was also provided well in advance of the minimum notice requirements and at the earliest possible opportunity.

The Notice and Landowner Involvement Requirements are met.

Note: the Determination of Completeness and Adequate Application (OAR 660-023-0180(8)) is discussed in Part 8, herein, so as to maintain numerical order of the OARs.

PART 4. OREGON ADMINISTRATIVE RULE 660-023-0180(3) - Determination of Whether the Aggregate Resource Site is Significant (“Step 1”).

A. OAR-660-23-180(3): *An aggregate resource site shall be considered significant if adequate information regarding the quantity, quality and location of the resource demonstrates that the site meets any **one** of the criteria in subsections (a) through (c) of this section, except as provided in Subsection (d) of this Section.*

1. OAR-660-23-180(3)(a): *A representative set of samples of aggregate material in the deposit on the site meets Oregon Department of Transportation (ODOT) specifications for base rock for air degradation, abrasion, and soundness, and the estimated amount of material is more than 2,000,000 tons in the Willamette Valley, or more than 500,000 tons outside the Willamette Valley.*

This application includes an *Aggregate Resource Evaluation and Goal 5 Significance Determination, Traverso Aggregate Expansion Property, Clackamas County, Oregon* completed by Kuper Consulting, LLC (“KC”), dated September 26, 2017. **Appendix A, Application**). The evaluation was undertaken specifically to determine the location, quality and quantity of aggregate material on the subject property. KC reviewed available published geologic literature, completed a subsurface investigation, quantified the potential aggregate resources and submitted aggregate samples to a certified testing laboratory, Carlson Testing, Inc. for quality testing.

The applicant summarizes the KC analysis regarding the quantity of material as follows: *To estimate the quantity of aggregate at the Site, the top and bottom elevations of the aggregate deposit were identified based on the borings and trenches. The top elevations of the aggregate deposit, that is, the top of the aggregate resource located below the residual soil/weathered material (overburden), were identified using the trenches. The bottom elevations of the aggregate deposit were also identified using the borings. The bottom elevations of the resource, for the purposes of volume calculations, were artificially limited to the depths of the proposed mine floor, which varies in depth from the western portion of the site of approximately 68 feet to along the eastern site boundary of approximately 45 feet in depth. As a result, the volume of resource as set forth in **Appendix A**, is considered a conservative estimate of the quantity of aggregate present on the site. In addition, it is noted that cubic yards were translated to tons using a very conservative conversion factor of 1.3 tons per one cubic yard (p. 13, **Application**)*

The subsurface exploration conducted on the property included 10 exploratory trenches with depths up to 35 feet and three borings ranging from 60-70 feet in depth. Three monitoring wells have been installed in the borings. The location of the test pits and boring/monitoring wells are identified on **Figure 3, Appendix A, Application**.

Based on the analysis completed by KC, the trenches and boring samples indicate the proposed mining site generally consists of a layer of topsoil/silt up to 7 feet deep. The sand and gravel resource is located below this overburden to a depth up to 61 feet. KC used an assumption of 40 feet for the resource thickness for the purposes of calculating the quantity under this criterion. This estimate is believed to be conservative because the boring nearest to the Barlow House found the resource to actually be present to 61 feet in depth.

The quantity of the resource is addressed in Section 2.5 of the Aggregate Resource Evaluation report. Clackamas County is considered part of the Willamette Valley. Therefore this application is subject to the 2,000,000 ton threshold. The quantity of aggregate material is calculated based on the estimated cubic yards of material converted to tons. (1.3 tons / cubic yard). The total cubic yards of material is estimated based on the size of the Extraction Area (79 acres), depth of the mine (40 feet) and configuration of the actual mining site.

The volume estimate indicates there is at least 5 million cubic yards of sand and gravel aggregate resource available to mine. Based on these estimates there is approximately 6.5 million tons (5,000,000 cubic yards x 1.3) of usable mineral and aggregate materials on the subject property.

The quality of the mineral and aggregate resource is summarized in Section 2.2 of the Aggregate Resource Evaluation report. Representative samples were submitted to Carlson Testing Inc. for air degradation, abrasion and soundness testing. The laboratory data sheets for this quality testing are included in the appendix of the aggregate evaluation report. The test results demonstrate the sand and gravel resource meets the applicable ODOT specifications for base rock.

Pursuant to OAR 660-023-180(3)(d), even if a site meets the quality and quantity thresholds, it cannot be deemed a significant site if either: (a) more than 35% of the proposed mining area consists of Class I soils, as classified on Natural Resource and Conservation Service ("NRCS") maps on June 11, 2004; or (b) more than 35% of the proposed mining area consists of Class II soils, or a combination of Class I, II, or Unique soils as classified on NRCS maps on June 11, 2004, unless the average thickness of the mining area exceeds 25 feet.

According to the applicable NRCS maps and summarized in the Aggregate Resource Evaluation report, more than 86% of the subject site is mapped with Class II soils. As noted in the applicant's narrative and **Appendix A**, the width of the aggregate was determined to be at least an average of 40 feet thick, thus far exceeding the 25-foot minimum requirement.

The Board finds that the location, quantity and quality standards are met for the following reasons:

1. The KC Evaluation for this site was completed by qualified professionals in the field of geology.
2. The Evaluation includes a review and analysis of a number of different resources such as geologic mapping, well logs, boring samples and subsurface exploration.
3. The subsurface exploration provide a representative sample of the mineral and aggregate resource potential.
4. There is an estimate of approximately 6.5 million tons of aggregate resource on the property.
5. Representative samples from the test borings were tested for quality. The quality of the mineral and aggregate resources satisfies the applicable ODOT specifications for base rock for air degradation, abrasion and soundness.

The location, quality and quantity standards are met.

2. OAR-660-23-180(3)(b): *The material meets local government standards establishing a lower threshold for significance than subsection (a) of this section.*

Clackamas County has not adopted a separate standard establishing a lower threshold for significance. **This criterion is not applicable.**

3. OAR-660-23-180(3)(c): *The aggregate site was on an inventory of significant aggregate sites in an acknowledged plan on September 1, 1996.*

The subject property is not identified as a "Significant Sites" on Table III-2 - Inventory of Mineral and Aggregate Resource Sites in Chapter 3 of the Clackamas County Comprehensive Plan. **This criterion is not applicable.**

CONCLUSION: The proposed expansion area qualifies as a "Significant" site under OAR 660-023-0180(3) because it satisfies the location, quantify and quality standard in OAR 660-023-0180(3)(a) and satisfies OAR 660-023-0180(3)(d).

PART 5. OREGON ADMINISTRATIVE RULE 660-023-0180(5) – Determination to Allow or Not Allow Mining (“Steps 2 through 5”).

A. OAR 660-023-0180(5): *For significant mineral and aggregate sites, local governments shall decide whether mining is permitted. For a PAPA application involving an aggregate site determined to be significant under section (3) of this rule, the process for this decision is set out in subsections (a) through (g) of this section. A local government must complete the process within 180 days after receipt of a complete application that is consistent with section (8) of this rule, or by the earliest date after 180 days allowed by local charter.*

1. OAR 660-023-0180(5)(a) (“Step 2”): *The local government shall determine an impact area for the purpose of identifying conflicts with proposed mining and processing activities. The impact area shall be large enough to include uses listed in subsection (b) of this section and shall be limited to 1,500 feet from the boundaries of the mining area, except where factual information indicates significant potential conflicts beyond this distance. For a proposed expansion of an existing aggregate site, the impact area shall be measured from the perimeter of the proposed expansion area rather than the boundaries of the existing aggregate site and shall not include the existing aggregate site.*

OAR 660-023-0010(3) defines the “Impact Area” as the geographic area within which conflicting uses could adversely affect a significant Goal 5 resource. The application includes a map entitled “Traverso Aggregate – Tax Lot Map and Impact Area” (**Figure 2, Application**) depicting the 1500-foot potential impact area. There is no information in the record which indicates there may be potential conflicts with existing and approved land uses beyond the proposed 1,500 foot impact area, which would warrant a larger buffer area. Therefore, the Board finds that the 1,500 impact area is appropriate for the conflict analysis.

This criterion is met.

2. OAR 660-023-0180(5)(b) (“Step 3”): *The local government shall determine existing or approved land uses within the impact area that will be adversely affected by proposed mining operations and shall specify the predicted conflicts. For purposes of this section, “approved land uses” are dwellings allowed by a residential zone on existing platted lots and other uses for which conditional or final approvals have been granted by the local government.*

The “approved uses” within 1,500 feet from the boundaries of the mining area are identified in **Figure 2, Application**, and generally include the following: surface mining, rural industrial uses, residential (primarily in the city of Barlow) and a minimal amount of farming.

This criterion is met.

(cont.) For determination of conflicts from proposed mining of a significant aggregate site, the local government shall limit its consideration to the following:

a. **OAR 660-023-0180(5)(b)(A):** *Conflicts due to noise, dust, or other discharges with regard to those existing and approved uses and associated activities (e.g., houses and schools) that are sensitive to such discharges;*

1. **Noise:** The mining operation will generate noise from activities including removal of overburden, aggregate extraction and from vehicles and equipment. There is no “blasting” proposed at this site.

Pursuant to DEQ classifications, the subject property is a “previously unused industrial or commercial site,” because it has not been used by an industrial or commercial noise source in the 20 years prior to the commencement of mining operations on the Property. OAR 340-035-0015(47). As a result, the more restrictive of the following standards apply to the mine: (1) the maximum allowable noise levels for industrial and commercial noise sources set forth in Table 8 of OAR 340-035-0035, which are set for 1%, 10%, and 50% of an hour; or (2) the “ambient noise degradation” levels which require that any “new industrial or commercial noise source” on a “previously unused industrial or commercial site” cannot produce noise sufficient to cause existing ambient noise levels to increase by more than 10 decibels (“dB”) pursuant to OAR 340-035-0035(1)(b)(B).

The applicant has submitted a Noise Study to address noise impacts from the proposed mining operation. The Noise Study was completed by Acoustics by Design & Associates, Inc, and is dated September 15, 2017 (**Appendix D, Application**).

The noise study was conducted using the criteria in OAR 340-035-035 – Noise Control Regulations for Industry and Commerce. The study include a “worst case scenario” which evaluates potential noise assuming all the following equipment would be used on or near the site, operating simultaneously: crusher system, screening equipment; front-end loaders; on-site haul trucks, off-site dump trucks; and excavators. ABD selected eight representative locations of residences within the impact area for predicting future sound level estimates under this “worst case scenario”. It should be noted that the noise study did include consideration of processing on the subject site rather than the neighboring Canby Sand & Gravel site.

In completing this analysis, ABD proceeded through the following steps: (1) ABD measured existing ambient noise levels to determine which of the two DEQ standards would be more restrictive; (2) ABD predicted the loudest hourly statistical noise levels that could ever radiate from the mine to each of the noise-sensitive uses; and (3) ABD compared the predicted loudest hourly noise levels at each residence with the most restrictive DEQ standard. ABD completed its assessment utilizing industry-standard equipment and methodologies.

Based upon this analysis, ABD concluded as follows:

- a. Without mitigation measures, noise at as many as five of the receivers are predicted to exceed DEQ noise standards, "under the worst case";
- b. The processing plant (if it is to locate on the subject) is the loudest source of noise, but in some instance the front-loader and excavator also exceed the noise limits;
- c. Noise mitigation is required for the processing plant, front-end loader and excavator;
- d. ABD identifies several mitigation measures and recommends noise deflection berms separating extraction areas from neighboring properties and bordering the processing plant to the west (if it is to locate on the site);
- e. With those mitigation measures in place, ABD predicts noise levels at all eight representative residential sites to fall under the maximum allowed DEQ limit;
- f. ABD further notes that the mitigation measures recommended and modeled do not include the effect to the screening berms that will be constructed along the southern, western, and northern boundaries, as proposed by the applicant; and that construction of those berms could result in even lower levels of noise than shown in their analysis.

Because noise is regulated by a State DEQ standard, any conflicts or impacts from noise generated from the mining area are deemed to be "minimized" if the applicable DEQ standard can be met. The Noise Study provides substantial evidence demonstrating the proposed mining operation, with mitigation measures, can satisfy the State of Oregon DEQ Noise Standards. There is no evidence to the contrary.

2. Dust: Dust will potentially be generated from all aspects of the mining and processing operation, including overburden and aggregate extraction, berm building, processing, on and off-site truck and equipment movement.

The applicant states that the mining plan for the site includes excavation into the water table and no dewatering will occur. *By "mining in the wet", the sand and gravel are excavated from the water, thereby having a high moisture content. This form of mining, versus "dry mining or dewatering a site", allows for a reduction of dust generation.*

To address other potential dust generating activities, the applicant proposes to employ dust mitigation measures on the subject site – many of which are recommended measures in the DOGAMI Best Management Practices guidelines, including:

- a. Watering onsite haul roads, conveyors, as necessary, and staging areas;
- b. Installing water sprays at the aggregate processing plant if it is located on the Site.
- c. Stockpiling topsoil onsite for future reclamation purpose in mounds not exceed eight (8) feet in height and will be located a minimum of 500 feet from neighboring properties to reduce wind erosion affecting those properties;

- d. Maintaining the truck wheel wash that currently exists near the exit driveway connecting to S. Highway. All trucks exiting the site are required to use the facility as a preventative dust control and potential mud tracking measure.
- e. Installing 15 MPH speed limit for onsite truck traffic on all interior haul roads; and Obtaining all necessary DEQ permits prior to initiation of processing on site (if it is to occur).

C. Other Potential Discharges: The final potential conflict that the County must consider under this conflict category is "other discharges." Other potential discharges at the site include: (1) diesel engine emissions from on-site mobile equipment and vehicle travel; (2) discharges into the groundwater; (3) stormwater; and (4) combustion byproduct emissions from use of explosives during blasting operations.

- (1) Diesel: Use of mining equipment and vehicles will generate diesel engine exhaust, which contains pollutants such as nitrogen oxides, carbon monoxide, sulfur dioxide, and particulate matter. The release of diesel emissions could, if not minimized, create potential conflicts with residential uses in the Impact Area.

In order to mitigate, control, and limit these criteria pollutants from diesel engines in operation at the project site, the following actions and preventative measures will be implemented.

- On-site idle time will be limited to no more than three minutes.
- The majority (on a combined total horsepower basis) of diesel engines on site will meet Federal Tier 3 off Road Engine Standards. Equipment can either be used that meet these existing standards, or additional abatement measures can be undertaken on existing equipment.
- Adherence to DEQ and EPA standards.

- (2) Groundwater: The applicant retained the professional services of H.G. Schlicker & Associates ("HGS") for the purpose of providing a study reflecting groundwater conditions on the Site. The resulting study, *Hydrogeologic Analysis, Traverso Aggregate Expansion Property*, H.G. Schlicker & Associates, Inc. (**Appendix B, Application**) notes that "of particular interest is avoidance of potential impacts to groundwater levels on the city of Barlow municipal water supply well located approximately 400 feet north of the proposed mine property and approximately 900 feet from the nearest proposed mining".

H.G. Schlicker and Associates has analyzed potential effects on groundwater from the operations at the proposed Extraction Area. The study indicates that with proper mining management and mining cell configuration, there will be no adverse effect on the groundwater in this area. More specifically:

- a. The City of Barlow well draws from an aquifer zone below the maximum planned mining depth on the proposed site and that the well appears to be substantially isolated from the upper materials that are to be mined by less permeable clays and tight gravels.

- b. Three monitoring wells were installed on the subject site in late July/early August 2017.
- c. Mining has been ongoing in this area for more than 70 years, including dewatering or extraction cells for more than 40 years, with no reported adverse effects on the groundwater.
- d. The mining plan at proposed site includes three cells that will be mined wet (no dewatering), which will result in a condition of no loss of groundwater and maintain existing groundwater levels for use by wells.

The Board concurs with these findings in the HGS study, as summarized on **pages 23 to 24, Application** and adopts recommended conditions of approval from the study.

- (3) Stormwater: As explained in the *Stormwater Analysis* dated September 2017 (**Appendix C, Application**), and prepared by Westlake Consultants, Inc. (“Westlake”), the mining plan has been developed to minimize harmful effects of stormwater runoff. This study further concludes that:

- a. Based on existing contours, the majority of the site area is characterized by gradual slopes from the east, thus there is no substantial runoff from the mining area into the Molalla River (located to the east).
- b. The applicant will develop and implement a stormwater control plan in accordance with DOGAMI regulations and Best Management Practices for erosion and sediment control. As explained in Westlake’s report, the applicant has designed the project such that there will be no off-site stormwater point discharge from the property. In short, there will be no stormwater flowing from the property directly to off-site locations. Based upon this expert testimony, the County can find that there will be no conflicts with approved uses in the Impact Area due to stormwater discharges.

Because there are no identified conflicts associated with off-site stormwater discharges, the Board finds that it is not required to identify measures that would minimize such conflicts.

- (4) Blasting: There will be no blasting at the subject site and therefore no byproduct emissions from use of explosives.

This criterion is met.

- b. **OAR 660-023-0180(5)(b)(B):** *Potential conflicts to local roads used for access and egress to the mining site within one mile of the entrance to the mining site unless a greater distance is necessary in order to include the intersection with the nearest arterial identified in the local transportation plan. Conflicts shall be determined based on clear and objective standards regarding sight distances, road capacity, cross section elements, horizontal and vertical alignment, and similar items in the*

transportation plan and implementing ordinances. Such standards for trucks associated with the mining operation shall be equivalent to standards for other trucks of equivalent size, weight, and capacity that haul other materials;

This criterion requires an analysis of “Potential conflicts to local roads.....” Two relevant legal opinions have been issued by the LUBA in regards to this criterion. The first opinion interpreted the word "local" to mean the classification of the road (i.e. local, collector, arterial, etc.), and not a geographical area. Under that opinion, conflicts with the transportation system could not be evaluated if the development takes access to a road classified something other than "local." A subsequent LUBA case found that although that is a correct interpretation of the language, the County is required to consider Goal 12 of the Statewide Planning Goals. The purpose of Goal 12 is "To provide and encourage a safe, convenient and economic transportation system." Therefore, the adequacy of the transportation system as a whole can be evaluated to ensure it is safe and adequate to accommodate the traffic impacts from the proposed mining operation.

The subject site has direct access to Highway 99E, via adjacent property owner and operated by the applicant. The project traffic engineer, Sandow Engineering, LLC (“Sandow”), completed an analysis of existing conditions, projected transportation impacts of the proposed mine, and applicable standards as set forth in the Transportation Impact Analysis (TA). (**Appendix E, Application**)

The findings addressing Statewide Planning Goal 12 – Transportation and Section 1202 of the ZDO (Zone Change criteria) address the adequacy of the transportation system including relevant site distance standards, road capacity and safety. Those findings demonstrate the road system is safe and adequate to accommodate the anticipated amount of traffic and type of truck traffic associated with the existing mining area and proposed expansion area. Those findings are adopted to address these criteria and demonstrate there are no significant conflicts to the local transportation system.

This criterion is met.

c. OAR 660-023-0180(5)(b)(C): *Safety conflicts with existing public airports due to bird attractants, i.e., open water impoundments as specified under OAR Chapter 660, Division 013;*

There are no public airports located in the 1,500 buffer area. The closest public airport is the Aurora Airport which is over 2 miles (approximately 12,000 feet) to the west. The subject property is located outside of the “Approach Corridor” and the “Conical Surface” but within the “Horizontal Surface” of this airport. This airport is considered an Instrument Approach airport. The proposed post mining use for this property includes ponds (water impoundment) for fish and wildlife habitat. OAR 660, Division 13 regulates Airport Planning. OAR 660-013-0080 identifies land use compatibility requirements for public use airports. OAR 660-013-0080(1)(f) requires the local government to regulate

water impoundments of one-quarter acre or larger consistent with the requirements of ORS 836.623(2) through (6).

ORS 836.623(2)(a) prohibits new water impoundments of one-quarter acre or larger within an Approach Corridor and within 5,000 feet from the end of a runway, or on land owned by the airport or airport sponsor where the land is necessary for airport operations. The subject property is not located within an Approach Corridor or within 5,000 feet of the end of the runway.

ORS 836.632(2)(b) allows the local government to adopt regulations that limit the establishment of new water impoundments of one-quarter acre or larger for areas outside a Approach Corridor and within 5,000 feet of a runway if the local government adopts findings that the water impoundment is likely to result in a significant increase in the hazardous movements of birds across the runway or Approach Corridor. The subject property is not located within 5,000 feet of a runway.

ORS 836.632(2)(c) allows the local government to adopt regulations that limit the establishment of new water impoundments of one-quarter acre or larger between 5,000 feet and 10,000 feet of a runway outside and Approach Corridor and between 5,000 feet and 40,000 feet within an Approach Corridor for an airport with an instrument approach only where the local government adopts findings that the water impoundment is likely to result in a significant increase in hazardous movements of birds across the runways or approach corridor. The Aurora Airport is an Instrument Approach airport and the subject property is located within 40,000 feet of the approach corridor. Therefore the County has the authority to regulate the proposed post mining use (water impoundment) if it determines the use will result in a significant increase in the hazardous movement of birds across the runway or Approach Corridor of the airport. Both the Aurora Airport and Oregon Department of Aviation were sent notice of this application.

The proposed mining operation and post mining use is consistent with OAR 660, Division 13 and ORS 836.623(2) through (6) because no water impoundments will be created within 5,000 feet of an Approach Corridor or runway. No comments have been received from the airport owner, the Oregon Department of Aviation or any other interested parties indicating the proposed post mining use would result in a significant increase in the hazardous movement of birds across the runway or approach corridor of the Aurora Airport. Therefore the proposed mining operation will not create any conflicts with this existing public airport.

This criterion is met.

d. OAR 660-023-0180(5)(b)(D): *Conflicts with other Goal 5 resource sites within the impact area that are shown on an acknowledged list of significant resources and for which the requirements of Goal 5 have been completed at the time the PAPA is initiated;*

1. There are three (3) Goal 5 resources located within the “buffer” area: the adjacent

mining sites, Historic Barlow House, and the Molalla River corridor.

a. Mineral and Aggregate Sites (MAOs): The adjacent properties to the west and south contain approximately 340 acres that are designated as significant Goal 5 Mineral and Aggregate Resource sites in the Mineral and Aggregate Section of the Comprehensive Plan. Both the applicant (page 33, **Application**) and the Board finds that mining of the proposed site will not conflict with the existing Significant Mineral and Aggregate Resources because they are the same type of Goal 5 resource that consist of similar types of operations and self-generated aggregate mining conflicts and there is no evidence to that a mining use conflicts with a mining use.

b. Historic Barlow House: This Goal 5 resource is located to the north of the subject property on Hwy. 99E and is surrounded on three sides by the subject property. The property is zoned EFU / HL (Historic Resource Overlay). The historic resource includes the dwelling and an accessory structure. The Board finds mining of the proposed expansion area will not conflict with this Historic Resource for the following reasons:

1. The conflict analysis addressing noise and dust demonstrates the mining of the proposed expansion area will not generate any significant conflicts outside the buffer area. The noise study, specifically found that with mitigation measures in place, the impacts to this dwelling would not be significant.
2. No blasting or other activities which generate significant vibrations will occur in the mining area which would result in structural damage to the dwelling.
3. The applicant is proposing to provide a roughly 8-acre buffer around this residence, including berms and native trees and vegetation.

3. Molalla River Corridor

The subject property is located adjacent to the Molalla River. However, no new extraction or disturbance is proposed in this area – it is completely within the area of the previously-approved extraction site which is currently completing reclamation (“Wilmes” site). Areas to be mined are screened and cannot be seen from the river and as noted previously, the upland area where mining is proposed sloped away from the river, providing natural drainage away from river.

The Board agrees with applicant’s findings that the proposed use would not conflict with Molalla River Corridor; the natural setting of the Molalla River will not be disturbed by the proposed use.

Nonetheless, the applicant proposes measures to minimize any potential conflict with the Molalla River Corridor, as listed on pages 31-32, **Application**, and include such measures as maintaining a 200-foot buffer between the mining site and the river; fencing the Extraction Area boundary along the buffer area; planting trees within the buffer; and not using chemicals, fertilizers or pesticides at the extraction site.

This criterion is met.

e. **OAR 660-023-0180(5)(b)(E):** *Conflicts with agricultural practices; and*

OAR 660-23-180(4)(c) requires ORS 215.296 to be followed when determining if conflicts to agricultural practices exist, and/or if they can be minimized. ORS 215.296 requires the local government to find the proposed use will not: 1) force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and 2) significantly increase the cost of accepted farm and forest practices on surrounding lands devoted to farm or forest uses.

The existing agricultural uses within the 1,500 foot impact area are minimal and are identified in the aerial photo in **Figure 2, Application**.

The Board concludes that, due to the limited nature and small scale of existing agricultural practices, the relative lack of proximity to the mining operation, and the various measures that will minimize project conflicts; e.g. noise, dust, other issues noted, to a level that is insignificant, the project will not force a significant change in or significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use. Therefore, there will be no conflicts between the project and agricultural practices within the Impact Area.

This criterion is met.

f. **OAR 660-023-0180(5)(b)(F):** *Other conflicts for which consideration is necessary in order to carry out ordinances that supersede Oregon Department of Geology and Mineral Industries (DOGAMI) regulations pursuant to ORS 517.780;*

The County has not adopted any ordinances that supersede the Oregon DOGAMI regulating mining activities pursuant to ORS 517.780.

This criterion is not applicable.

3. **OAR 660-023-0180(5)(c)** (“Step 4”): *The local government shall determine reasonable and practicable measures that would minimize the conflicts identified under subsection (b) of this section. To determine whether proposed measures would minimize conflicts to agricultural practices, the requirements of ORS 215.296 shall be followed rather than the requirements of this section. If reasonable and practicable measures are identified to minimize all identified conflicts, mining shall be allowed at the site and subsection (d) of this section is not applicable. If identified conflicts cannot be minimized, subsection (d) of this section applies.*

The conflicts associated with the proposed expansion area are identified and addressed above in OAR 660-023-0180(5)(b). Based on this analysis, all the identified conflicts, including the off-site noise impacts can be minimized with reasonable and practicable conditions, such as clearly identified setbacks and buffers, normal and customary mining processes, and compliance with applicable state standards. Therefore mining should be allowed at the subject site, and Subsection (d) of this Section is not applicable (i.e. an

ESEE Analysis is not required). The reasonable and practical measures necessary to minimizing conflicts are identified in the **Application (pages 16-18)** and included in recommended conditions of approval.

This criterion is met.

4. **OAR 660-023-0180(5)(d)** (“Step 5”): *The local government shall determine any significant conflicts identified under the requirements of subsection (c) of this section that cannot be minimized. Based on these conflicts only, local government shall determine the ESEE consequences of either allowing, limiting, or not allowing mining at the site. Local governments shall reach this decision by weighing these ESEE consequences, with consideration of the following:*

a. OAR 660-023-0180(5)(d)(A): *The degree of adverse effect on existing land uses within the impact area;*

b. OAR 660-023-0180(5)(d)(B): *Reasonable and practicable measures that could be taken to reduce the identified adverse effects; and*

OAR 660-023-0180(5)(d)(C): *The probable duration of the mining operation and the proposed post-mining use of the site.*

Based on the findings in OAR 660-023-0180(5)(b) all the identified conflicts can be minimized with reasonable and practical measures and conditions. Therefore, an ESEE analysis is not required.

This criterion is not applicable.

5. OAR 660-023-0180(5)(e): *Where mining is allowed, the plan and implementing ordinances shall be amended to allow such mining. Any required measures to minimize conflicts, including special conditions and procedures regulating mining, shall be clear and objective. Additional land use review (e.g., site plan review), if required by the local government, shall not exceed the minimum review necessary to assure compliance with these requirements and shall not provide opportunities to deny mining for reasons unrelated to these requirements, or to attach additional approval requirements, except with regard to mining or processing activities:*

a. OAR 660-023-0180(5)(e)(A): *For which the PAPA application does not provide information sufficient to determine clear and objective measures to resolve identified conflicts;*

b. OAR 660-023-0180(5)(e)(B): *Not requested in the PAPA application; or*

c. OAR 660-023-0180(5)(e)(C): *For which a significant change to the type, location, or duration of the activity shown on the PAPA application is proposed by the operator.*

1. Pursuant to the findings in OAR 660-023-0180(5)(c) the Board has found that mining should be allowed on the property. The measures to minimize conflicts are identified in

the Application Narrative and the proposed and recommended conditions of approval. Noise conflicts do not extend off the property, but meet DEQ standards at the nearest residential uses as determined by the Acoustics by Design *Noise Study*.

2. The recommended conditions of approval are clear and objective standards. Pursuant to Section 708 of the ZDO additional land use review of this proposal is required through a Mineral and Aggregate Operating Site Plan Review permit to ensure the site specific program and conditions are met prior to mining. The applicant has submitted an MAO Site Plan Review application concurrently with the Plan text and Zoning map change requests. That application will be reviewed later in this report.

This criterion can be met.

6. OAR 660-023-0180(5)(f): *Where mining is allowed, the local government shall determine the post-mining use and provide for this use in the comprehensive plan and land use regulations. For significant aggregate sites on Class I, II and Unique farmland, local governments shall adopt plan and land use regulations to limit post-mining use to farm uses under ORS 215.203, uses listed under ORS 215.213(1) or 215.283(1), and fish and wildlife habitat uses, including wetland mitigation banking. Local governments shall coordinate with DOGAMI regarding the regulation and reclamation of mineral and aggregate sites, except where exempt under ORS 517.780.*

The subject property is not located on Class I Soils, but does primarily contain Class II Soils. Therefore the post-mining use is specifically limited to farm uses listed under ORS 215.206, uses listed under ORS 215.283(1) and fish and wildlife habitat uses. The applicant has proposed a post mining use for the proposed expansion area to include fish and wildlife habitat. This is an allowed use under this criterion and in the underlying EFU zoning district and is an appropriate use because it is the same post mining use authorized on the existing mining operation on the adjacent property.

A condition of approval will require coordination between Clackamas County and DOGAMI regarding final reclamation plans and activities for this mining site.

This criterion is met.

7. OAR 660-023-0180(5)(g): *Local governments shall allow a currently approved aggregate processing operation at an existing site to process material from a new or expansion site without requiring a reauthorization of the existing processing operation unless limits on such processing were established at the time it was approved by the local government.*

The processing will occur either onsite or on a neighboring property with a legally established non-conforming use.

This criterion is not applicable.

PART 6. OREGON ADMINISTRATIVE RULE 660-023-0180(7) – Determination to Allow, Limit, or Prevent Conflicting Use within the Impact Area.

OAR 660-023-0180(7): *Except for aggregate resource sites determined to be significant under section (4) of this rule, local governments shall follow the standard ESEE process in OAR 660-023-0040 and 660-023-0050 to determine whether to allow, limit, or prevent new conflicting uses within the impact area of a significant mineral and aggregate site. (This requirement does not apply if, under section (5) of this rule, the local government decides that mining will not be authorized at the site.)*

The Mineral Aggregate Overlay (MAO) zoning district is the tool within the Clackamas County Comprehensive Plan used to identify an “impact area” and to protect a significant mineral and aggregate site from conflicting uses.

Based on the findings in OAR 660-023-0180(3), the proposed site qualifies as a “Significant Mineral and Aggregate Site.” Therefore the Mineral Aggregate Overlay zoning district should be applied to protect the site from conflicting uses. Based on the conflict analysis in OAR 660-023-0180(5) all the conflicts associated with the proposed Extraction Site are minimized with the proposed and conditioned mitigation measures implemented. Therefore, the MAO zoning district should reflect only the area included in the subject properties.

The Board finds that reliance upon the development standards set forth in Section 708.08 of the ZDO is sufficient to protect the significant mineral and aggregate resource from conflicting uses and will recommend that the MAO overlay district boundary encompass only the subject properties.

New residential units shall also be prohibited within the MAO zoning district (the subject properties) because such a use would cause the mining operation to violate DEQ Noise Standards. This will ensure that there are no conflicting uses within the overlay area of this significant mineral and aggregate site. As a result an ESEE analysis to determine whether to allow, limit or prevent new conflicting uses within the impact area is not required.

PART 7. OREGON ADMINISTRATIVE RULE 660-023-0180(8) – Determination of a Complete and Adequate Application.

A. OAR 660-023-0180(8): *In order to determine whether information in a PAPA submittal concerning an aggregate site is adequate, local government shall follow the requirements of this section rather than OAR 660-023-0030(3). An application for approval of an aggregate site following sections (4) and (6) of this rule shall be adequate if it provides sufficient information to determine whether the requirements in those sections are satisfied. An application for a PAPA concerning a significant aggregate site following sections (3) and (5) of this rule shall be adequate if it includes:*

1. OAR 660-023-0180(a): *Information regarding quantity, quality, and location sufficient to determine whether the standards and conditions in section (3) of this rule are satisfied;*

The narrative of the application contains narrative summarizing the findings of the *Aggregate Resource Evaluation and Goal 5 Significance Determination for the Traverso Aggregate Expansion Property*, completed by Kuper Consulting LLC dated September 26, 2017. The full report is found in **Appendix A** of the **Application**. SECTION 1, Part 5 of this report specifically addresses the standards regarding the quantity, quality and location of the resource as required in OAR 660-23-180(3). Those findings demonstrate the information in the report is adequate to determine the location, quantity and quality of the aggregate resource on the subject property.

This submittal standard is met.

2. OAR 660-023-0180(b): *A conceptual site reclamation plan;* (Final approval of reclamation plans resides with DOGAMI rather than local governments, except as provided in ORS 517.780)

A conceptual reclamation plan has been submitted in the **Application** and illustrated in **Figures 8, 12, 13 and 14**. The proposed reclamation use is a water feature with voluntary fish and wildlife habitat.

This submittal standard is met.

3. OAR 660-023-0180(c): *A traffic impact assessment within one mile of the entrance to the mining area pursuant to section (5)(b)(B) of this rule;*

The narrative of the application titled “Transportation” includes a traffic analysis completed by Sandow Engineering, dated September 29, 2017 (**Appendix E, Application**). Section (5)(b)(B) of this rule requires an analysis of local roads used for access and egress to the mining site within one mile of the entrance to the mining site unless a greater distance is necessary in order to include the intersection with the nearest arterial identified in the local transportation plan.

The submitted traffic information provides an analysis of the closest intersections impacted by the proposed mining site. No other roads or intersections within a one mile radius will be significantly impacted and therefore an analysis of other roads or intersections within one mile is not required.

This submittal standard is met.

4. OAR 660-023-0180(d): *Proposals to minimize any conflicts with existing uses preliminarily identified by the applicant within a 1,500 foot impact area; and*

The location of conflicts within the 1,500 buffer area is identified in the ABD *Noise Study* in **Appendix D, Application**. A land use conflict analysis is provided in the narrative of the **Application**. This analysis includes an evaluation of conflicts with existing uses identified by the applicant and identified subject experts. The evaluation includes impacts from noise, dust and impacts or conflicts with groundwater resources, wetlands, storm water, roads, other Goal 5 resources and agricultural land and practices.

Proposed mitigation and other measures to reduce or minimize potential conflicts are discussed in the Narrative and proposed conditions of approval throughout the application materials.

This submittal standard is met.

5. OAR 660-023-0180(e): *A site plan indicating the location, hours of operation, and other pertinent information for all proposed mining and associated uses.*

The section of the application titled "Mine Plan" includes a general site plan of the existing and proposed mining site. The application also includes other maps and aerial photos of the existing and proposed mining site which identify existing mined areas, the access road to the existing site, location of processing areas, monitoring wells, proposed landscape berms and other features. The application also includes substantial information addressing hours of operation, mining activities, types of equipment, proposed berms and landscaping and other pertinent operational characteristics regarding the existing and proposed mining activities.

This submittal standard is met.

PART 8. SUMMARY OF FINDINGS AND CONCLUSIONS ON THE PAPA

Parts 1-7 of SECTION 1 of this report outline and addresses all the policies, standards and criteria found to be applicable to this proposal in the Statewide Planning Goals and Oregon Administrative Rules. In consideration of the findings in Parts 1-7, the Planning Board finds that this proposal should be approved for the following reasons:

A. This proposal is consistent with the Statewide Planning Goals 1 - 3, 5, 6, 7, 9 and 11 - 13. Statewide Goals 4, 8, 10, 14 - 19 are not applicable.

B. The adequacy and safety of the transportation system is subject to the Statewide Planning Goal 12. The findings in this report demonstrate compliance with the Statewide Planning Goal 12 – Transportation, the implementing Transportation Planning Rule in OAR 660-012. Therefore, the affected State and County transportation facilities are adequate.

C. This proposal complies with OAR 660-023-0180. Specifically:

1. The findings in SECTION 1, Part 7 demonstrate the PAPA application is complete.
2. The findings in SECTION 1, Part 3 demonstrate the application has been processed in compliance with the minimum notice and landowner involvement requirements.
3. The findings in SECTION 1, Part 4 demonstrate the mining site is “Significant” because it includes more than 2,000,000 tons of usable aggregate which meets ODOT’s specifications for base rock and the average depth of the resource exceeds the required minimum of 25 feet because more than 35% of the Site is comprised of Class I, II or unique soils.
4. The findings in SECTION 1, Part 5 demonstrate all the potential conflicts associated with mining can be minimized subject to reasonable and practical measures, therefore mining of the site should be allowed.
5. The findings in SECTION 1, Part 6 demonstrate that with mitigation, any potential impacts with conflicting uses located within the impact area, are minimized and the subject property is the appropriate boundary for the MAO designation.

D. The post mining use is a water feature, plantings, and voluntary fish and wildlife habitat which is an allowed use in the underlying EFU zoning district.

**SECTION 2- ZONE CHANGE TO APPLY MINERAL AGGREGATE
OVERLAY ZONING DISTRICT (MAO) (Z0570-17-Z)**

PART 1. COMPLIANCE WITH SECTION 1202 OF THE ZDO

A. The zone change criteria are listed in Section 1202 of the Clackamas County Zoning and Development Ordinance (ZDO).

1. Section 1202.01A: *Approval of the zone change is consistent with the Comprehensive Plan.*

Because the Land Use Board of Appeals (LUBA) has held that the Goal 5 rule for aggregate establishes a comprehensive regulatory scheme that supersedes local review standards for aggregate, the County's Comprehensive Plan policies do not apply in this application.

This criterion is not applicable.

2. Section 1202.01B: *If development has a need for public sanitary sewer, surface water management and/or water service, a zone change may be approved if development under the new zoning designation can be accommodated with the implementation of service providers' existing capital improvement plans. The cumulative impact of the proposed zone change and development of other properties under existing zoning designations shall be considered.*

The subject properties are not located in a public sewer, surface water or water district, nor is the extension of these services proposed or necessary to support the proposed mining operation.

This criterion is not applicable.

3. Section 1202.01C: *The transportation system is adequate, as defined in Subsection 1022.07(B) and will remain adequate with approval of the zone change. Transportation facilities that are under the jurisdiction of the State of Oregon are exempt from this subsection. For the purpose of this criterion:*

a) Section 1202.01C(1): *The evaluation of transportation system adequacy shall include both the impact of the proposed zone change and growth in background traffic for a twenty-year period beginning with the year that a complete land use application is submitted.*

b) Section 1202.01C(2): *It shall be assumed that all improvements identified in the Clackamas County 20-Year Capital Improvement Plan, the Statewide Transportation Improvement Plan, and the capital improvement plans of other local jurisdictions are constructed.*

c) Section 1202.01C(3): *It shall be assumed that the subject property is developed with*

the primary use, allowed in the proposed zoning district, with the highest motor vehicle trip generation rate.

d) Section 1202.01C(4): *Transportation facility capacity shall be calculated pursuant to Subsection 1022.07(C).*

e) Section 1202.01C(5): *A determination regarding whether submittal of a transportation impact study is required shall be made based on the Clackamas County Roadway Standards, which also establish the minimum standards to which a transportation impact study shall adhere.*

The adequacy of the transportation system has been addressed under the discussion of Statewide Planning Goal 12 and the implementing Transportation Planning Rule. Those findings demonstrate the County transportation facilities are adequate to accommodate the proposed zone change. Those findings are adopted by reference to address this criterion.

This criterion is met.

4. Section 1202.01D: *The proposal, as it relates to transportation facilities under the jurisdiction of the State of Oregon, complies with the Oregon Highway Plan.*

The adequacy of the State transportation system has been addressed under the discussion of Statewide Planning Goal 12 and the implementing Transportation Planning Rule. Those findings are adopted by reference to address this criterion. Those findings demonstrate this proposal will have no significant effect on the State transportation facilities; ODOT concurs with this finding (see Exhibit 2).

This criterion is met.

5. Section 1202.01E: *Safety of the transportation system is adequate to serve the level of development anticipated by the zone change.*

The Board has concluded that the safety of the transportation system is adequate to serve the level of development anticipated by the zone change. This conclusion is adopted as part of this report by reference therein and demonstrate the affected County road system is safe to accommodate traffic from the proposed expansion area. ODOT has not raised or identified any safety issues at the Hwy. 99E / Barlow Road intersection.

No access is proposed from the subject properties onto S Barlow Rd or any other county road.

This criterion is met.

PART 2. SUMMARY OF ZONE CHANGE CRITERIA

This application satisfies the applicable criteria in ZDO Section 1202.

SECTION 3: SITE PLAN REVIEW APPLICATION (FILE NO. Z0570-17-MAO)

PART 1. COMPLIANCE WITH SECTIONS 708, 1006, AND 1010 OF THE ZDO

If the PAPA (Z0568-17-CP) and MAO Overlay District (Z0570-17-Z) applications are approved, the applicant also seeks Site Plan Review approval for an aggregate mining operation on the subject properties, to include an extraction area and potential processing area on an approximately 79-acre portion of the property, as identified in the “mining plan” (**Figure 5, Application**).

This request is subject to the standards set forth in Section 708 of the County Zoning and Development Ordinance (ZDO).

Section 708.02, Definitions, contains the definitions of terms applicable to this request.

Section 708.04: This subsection identifies the specific uses which may be allowed in the mining Extraction Area.

1. Section 708.04A(1) lists mining as a permitted use in the Extraction Area.
 - a. The proposed Extraction Area is the approximately 79-acre portion of the property located northwest of the existing “Wilmes site”, as identified in **Figure 5 Application**.
 - b. None of the approximately 8-acre, “Wilmes site” area will be utilized for extraction or processing activities, but will be used to provide access to the Extraction Area.
 - c. Mining will occur within the proposed Extraction Area boundary. Processing may occur within the proposed Extraction Area boundary or will occur on the adjacent “Canby Sand & Gravel site”.
2. Section 708.04A(2) lists processing, except the batching or blending of mineral and aggregate materials into asphalt concrete within two miles of a commercial vineyard existing on the date the application was received for the asphalt batch plant.
 - a. Processing of aggregate by crushing and screening is proposed within the Extraction Area. An asphalt batch plant is not proposed with this request.

3. Section 708.04A(3) lists stockpiling of mineral and aggregate materials extracted and processed onsite as a permitted use in the Extraction Area.
 - a. Stockpiling of mineral and aggregate materials is proposed within the extraction area. Proposed stockpile locations (approximate) are described in the narrative of the application.
4. Section 708.04A(4) lists temporary offices, shops or other accessory structures used for the management and maintenance of onsite mining and processing equipment as a permitted use in the Extraction Area.
 - a. A temporary office, parking and scale area is proposed within the Extraction Area, within the area identified as the processing area and is shown on **Figure 16, Application**. At this time, no other accessory structures are proposed.
5. Section 708.04A(5) lists the sale of mining products extracted and processed onsite as a permitted use in the Extraction Area.
 - a. The applicant has stated that the sale of extracted and processed products may occur within the Extraction Area, as permitted under this section.
6. Section 708.04A(6) lists storage of transportation equipment or machinery used in conjunction with onsite mining or processing as a permitted use in the Extraction Area.
 - a. The Extraction Area will be used to store equipment used in conjunction with the onsite mining. This equipment will generally include, but not be limited to a portable conveyor system, hydraulic excavator and front end loader. The applicant states that all other equipment such as dump trucks, service vehicles, water trucks will be stored at the existing Canby Sand and Gravel equipment storage facility on the adjacent property.
7. Section 708.04A(7) lists other activities including buildings and structures necessary and accessory to development or reclamation of the onsite mineral or aggregate resource as a permitted use in the Extraction Area.
 - a. The uses proposed in the Extraction Area are limited to mining and possibly processing, a management office, an associated scale, temporary stockpiling of material, as well as the use and storage of some of the equipment for the purpose of mining and processing.
8. Section 708.04B states that the County may permit other uses allowed by the underlying zone subject to requirements of the underlying zone and requirements of this section for protection of significant mineral and aggregate sites within the Extraction Area.

- a. No other uses are proposed within the Extraction Area at this time.

These criteria are met.

E. Section 708.05 contains the Extraction Area Development Standards. The following standards are the basis for regulating mining and processing activities in the Mineral and Aggregate Overlay District. Requirements adopted as part of the Comprehensive Plan also apply to mining and processing activities in the overlay. Before beginning any mining or processing activity, the applicant shall show compliance with these standards and requirements adopted as part of the Comprehensive Plan program.

- a. Section 708.05A: Access. *Onsite roads used in mining and processing, and access roads from the Extraction Area to a public road shall meet the following standards:*
 1. *All access roads within 100 feet of a paved county road or state highway shall be paved, oiled or watered.*

Applicant states that: *The subject site will not require new access/egress locations. The existing ODOT permitted driveways connecting to S. Highway 99E will be utilized for access purposes. The ODOT permits are identified as Permit No. 53617 and Permit No. 53618.*

The driveways are paved for a distance of approximately three hundred (300) feet and are washed on a daily basis as a dust control measure. Connecting gravel roads leading to the processing facility and extraction site areas are graveled, well maintained and watered for dust control. A truck wheel wash is located approximately two hundred (200) feet south of the exit driveway connecting to S. Highway 99E. Trucks are required to use the facility prior to leaving the site.

Additionally, the paved shoulder of the east bound traffic lane on S. Highway 99E is washed on a daily basis which provides as a dust control measure.

The Board concurs with these findings, as conditioned.

This criterion can be met.

2. *All roads in the Extraction Area shall be constructed and maintained to ensure compliance with applicable state standards for noise control and ambient air quality.*

The Acoustic by Design (ABD) *Noise Study* report (September 15, 2017) has analyzed site operations to account for the loudest potential noise sources anticipated within the operation. Conditions have been proposed within that report designed to mitigate for those loudest potential sources. The report concludes, "If mitigation measures such as those discussed in this report are included as part of the mining plan, the noise associated

with the excavation operations in the proposed Traverso Site will be in compliance with DEQ noise regulations at all residences.”

In addition, the applicant has incorporated into the mining plan the following measures, which will be included in any conditions of approval:

(a) *Onsite haul roads will be elevated, graded, graveled, ditched (where necessary) and maintained.*

(b) *Operations at the site will include the watering of haul roads and staging areas. This mitigation method ensures that dust emissions are reduced to minimal levels.*

(c) *Onsite haul roads will not be constructed within two hundred fifty (250) feet of a neighboring residence. This measure ensures that dust emissions will not be generated.*

Conditions of approval can ensure that roads in the extraction area will be constructed and maintained for noise control and ambient air quality purposes.

This criterion is met.

3. *All roads in the Extraction Area shall be paved at all points within 250 feet of a noise or dust sensitive use existing on February 22, 1996.*

No roads are proposed by the applicant within 250 feet of the two noise and dust sensitive areas adjacent to the subject – the Barlow House and the Hanes residence (adjacent to the southwest corner of the in the southwest corner of the site). The proposed berms and screening from those homes ensure that and internal haul roads will necessarily be farther than 250 feet of those homes. If in the future, any roads internal to the Extraction Area are constructed within 250 feet of these uses, those roads would be paved.

This criterion is met.

- b. Section 708.05B requires screening of the mining activities.

1. *The mining activities listed in Subsection (B)(2) of this Section shall be obscured from the view of screened uses, unless one of the exceptions in Subsection (B)(4) applies. Screening shall be accomplished in a manner consistent with Subsection (B)(3).*

Several levels of screening have been identified and/or are proposed around the perimeter of the proposed Traverso Aggregate Site, as identified in **Figures 5, 9, 10 and 11, Application**. No exception under Subsection (B)(4) applies to the subject site.

The proposed screening of the extraction site will include the construction of new screening and noise control berms around a large portion of the extraction site. There are presently two (2) existing screening berms in place (located near the intersection of S. Tull Ave and China Ave.) that will be incorporated into the overall screening of the extraction site.

The new screening berms are separated into three (3) identified locations around portions of the extraction site. The locations and construction details are as follows:

99E, Tull Avenue, Barlow House property, S Tull Avenue to S. Barlow Road Screening Berm:

Berm will extend from the existing berm located at the intersection of S. Tull Avenue and S. China Avenue and travel in a westerly direction, a distance of approximately fifteen hundred (1,500) feet to the berm located adjacent to S. Barlow Rd. Construction details for the berm are listed below:

Length – Approximately 1,500 Feet

Height – 8 Feet

Base width – 42 Feet

Top of berm width – 10 Feet

Slope – 2:1

Vegetation: Perennial Rye Grass and Douglas Fir Trees

The area to the north of the referenced berm will be developed into an approximately eight (8) acre buffer zone and planted with Oregon White Oak and Willamette Valley Ponderosa Pine trees, which will provide for a more than adequate screening of the extraction site from the Barlow House property, S. Hwy. 99E, and S. Tull Ave.

S. Barlow Road Screening:

The S. Highway 99E, Tull Avenue, Barlow House property screening berm will connect to a new berm in the immediate proximity of S. Barlow Road and Highway 99E. The screening berm will be part of a fifty (50) foot setback area adjacent to S. Barlow Road. The dimensions and length of the S. Barlow Road screening berm are as follows:

Length – Approximately 1,050 Feet

Height – 6 Feet Base

Base width – 34 Feet

Top of berm width – 10 Feet

Slope – 2:1

Vegetation: Perennial Rye Grass, Douglas Fir, Sequoia Trees

Hanes-Cadman Property Line Screening Berm:

This screening berm will connect to the south end of the berm constructed along S. Barlow Road. The berm will extend from this point (Barlow Road) and extend east approximately twenty-eight hundred (2,800) feet ending at the southeast boundary of the extraction site. The dimensions and distances of the berm are listed below:

Total Distance – Approximately 2,800 Feet

Height – 10 feet (adjacent to Hanes property)

Height – 6' (adjacent to Cadman property line)

Base width (Hanes berm) – 50 feet

Base width (Cadman berm) 34' feet

Top of berm width – 10 Feet

Slope – 2:1

Vegetation: Perennial Rye Grass and Douglas Fir Trees

This criterion is met.

2. Mining activities to be screened:

- a) *All excavated areas, except: areas where reclamation activity is being performed, internal onsite roads existing on the date of county adoption, new roads approved as part of the Site Plan Review, material excavated to create berms, and material excavated to change the level of the mine site to an elevation that provides natural screening.*
- b) *All processing equipment.*
- c) *All equipment stored on the site.*

The applicant's proposed screening berms will screen all mining activities and equipment to be stored on site. If there is processing on site in the southeast portion of the Extraction Area (rather than on the neighboring Canby Sand & Gravel site), the process equipment will be located either at grade, or approximately 7 feet below ground surface on stable ground. If located at grade, a berm 12 feet high will be placed within 200 feet of the processing area, if placed 7 feet below the surface, a berm five feet high will be constructed. Either berm will be located along the western part of the processing area.

This criterion is met.

3. Types of screening

- a) *Natural screening is existing vegetation or other landscape features within the boundaries of the Extraction Area that obscure mining activities from screened uses. Natural screening shall be preserved and maintained except where removed according to a mining or reclamation plan approved by DOGAMI.*
- b) *Supplied screening is either vegetative or earthen screening. Supplied vegetative screening is screening that does not exist at the time of the Site Plan Review. Plantings used in supplied vegetative screening shall be evergreen shrubs and trees, and shall not be required to exceed six feet in height when planted. Supplied earthen screening shall consist of berms covered with earth stabilized with ground cover.*

As discussed above, the subject properties contain little to no existing vegetation or other landscape features within the boundaries of the Extraction Area aside from approximately eighty (80) Redwood Sequoias that were planted adjacent to S. Barlow Road and S. Tull Avenue in 1999. The majority of the Sequoias average twenty to twenty-five (20-25) feet in height. The trees have been incorporated into the screening plan.

Supplied screening will both be used as appropriate to the circumstance found at the specific location around the boundary of the Extraction Area. The screening berms will be seeded in a Perennial Rye Grass for ground cover and erosion control purposes. The exterior slope of the berms will be planted in Douglas Fir trees, which provide for the screening of the extraction site.

This criterion is met.

4. Exceptions. *Supplied screening shall not be required if any of the following circumstances exist:*
 - a) *The natural topography of the site obscures mining and processing from screened uses.*
 - b) *Supplied screening cannot obscure mining and processing from screened uses because of local topography.*
 - c) *Supplied vegetative screening cannot reliably be established or cannot survive due to soil, water or climatic conditions.*

As discussed above and noted by the applicant, none of these exceptions apply. Supplied screening of the subject site will be established by implementing best management practices. The practices include the selection of trees and plants conducive to the intended use, applying proper planting techniques and maintaining the vegetation planted in a manner that provides for healthy growth, which in turn provides for an established screening of the aggregate extraction site.

This criterion is met.

- c. Section 708.05C: Air and Water Quality. *The discharge of contaminants and dust created by mining and processing shall comply with applicable state air quality and emissions standards and applicable state and federal water quality standards.*

As explained in detail in the Application Narrative and consultant reports in support of the PAPA/MAO Applications discussed in the earlier sections of this report, the applicant shall develop and operate the mine in compliance with applicable state air quality and emissions standards and applicable state and federal water quality standards.

The applicant states that they shall *operate the subject mining site in compliance with applicable State Air Quality and Emission Standards. The applicant maintains two (2) DEQ issued permits that regulate operating conditions and requirements at the active aggregate mining operation. The permits are identified as Air Contaminant Discharge Permit No. 03-2032 and NPDES-1200A-Stormwater Discharge Permit No. 104396. If the application is approved, the applicant will amend the referenced permits to include operations at the subject site. Copies of the permits are included in the application in*

Appendix K. Should a different processing facility be utilized, an Air Contaminant Discharge Permit will be obtained.

Additionally, the applicant has an approved DOGAMI regulated Stormwater Control Plan in place. The plan will also be amended to include onsite Stormwater Control measures and methods that will be employed at the subject aggregate extraction site.

The applicant has proposed conditions of approval to ensure compliance with these standards.

This criterion is met.

- d. Section 708.05D: Streams and Drainage. *Mining and processing shall not occur within 100 feet of mean high water of any lake, river, perennial water body or wetland not constructed as part of a reclamation plan approved by DOGAMI unless allowed by specific provisions adopted in the Comprehensive Plan.*

The applicant is not proposing any mining or processing activities within 100 feet of the mean high water line of any lake, river, perennial water body or wetland not constructed as part of a reclamation plan.

This criterion is met.

- e. Section 708.05E: Noise. *Mining and processing shall comply with state noise control standards. Operators may show compliance with noise standards through the report of a certified engineer that identifies mitigation methods to control noise. Examples of noise mitigation measures are siting mining and processing using existing topography, using supplied berms, or modifying mining and processing equipment.*

The Traverso Aggregate Site – Goal 5 Noise Study (September 15, 2017) is included as part of the application package and was prepared by a certified engineer, Kerrie Standlee. (**Appendix D, Application**). The purpose of the study was to identify noise impacts resulting from aggregate extraction and potential processing onsite operations and to recommend mitigation methods for noise control. The Noise Study concluded "*If mitigation measures such as those discussed in this report are included as part of the mining plan, the noise associated with the excavation operations in the proposed Traverso Site will be in compliance with the DEQ noise regulations at all residences. Compliance with the DEQ noise regulations means that all mining noise conflicts will be minimized as required by the Oregon Statewide Planning Goal 5 rules.*" The mitigation methods recommended in the Study have been incorporated into the applicant's Mining and Operations Plan and into the recommended conditions of approval.

In addition to the mitigation methods recommended by Acoustics by Design, the applicant states she will employ additional measures that will further reduce noise generated at the site, including:

1. Modified noise reduction backup alarms will be installed on equipment and trucks operating at the subject site.
2. Operating equipment will have factory or better muffler systems.
3. Aggregate mining equipment identified as the hydraulic excavator and front end loader will be equipped with engine side panels that effectively reduce noise levels when equipment is being operated.

This criterion is met.

f. Section 708.05F: Hours of Operation.

1. Mining and processing is restricted to the hours of 7:00 AM to 6:00 PM Monday through Friday, and 8:00 AM to 5:00 PM Saturday. Hauling and other activities may operate without restriction provided that state noise control standards are met.

2. No operations shall take place on Sundays or the following legal holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

The following conditions have been proposed under the applicant's General Operations Related Conditions in order to ensure compliance with this section:

- a) Mining (including but not limited to excavation and processing) is restricted to the hours of 7:00 AM to 6:00 PM Monday through Friday, and 8:00 AM to 5:00 PM Saturday. Hauling and other activities may operate without restriction provided that state noise control standards are met.
- b) No mining (including but not limited to excavation and processing), drilling, or blasting operations shall take place on Sundays or the following legal holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- c) No drilling or blasting is authorized for the Extraction Site.

This criterion is met.

g. Section 708.05G: Drilling and Blasting.

1. Drilling and blasting is restricted to the hours of 9:00 AM to 4:00 PM Monday through Friday. No drilling or blasting shall occur on Saturdays, Sundays, or the following legal holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2. Notice of blasting events shall be posted at the Extraction Area in a manner calculated to be seen by landowners, tenants and the public at least 48 hours prior to the blasting event. In the case of ongoing blasting activities, notice shall

be provided once each month for the period of blasting activities, and specify the days and hours when the blasting event is expected to occur.

No drilling or blasting is proposed at the subject site. A condition of approval is included which states that drilling and blasting are not authorized on the site.

This criterion is met.

- h. Section 708.05H: Surface and Ground Water. *Surface and ground water shall be managed in a manner that meets all applicable state water quality standards and DOGAMI requirements. The applicant shall demonstrate that all water necessary for the proposed operation has been appropriated to the site and is legally available.*

An extensive analysis of surface and ground water systems has been performed for this application by H.G. Schlicker & Associates (see **Appendix B, Application**). The H.G. Schlicker & Associates report identifies site conditions, future aggregate extraction methods, potential impacts, neighboring wells, and mitigation measures that can be implemented in the applicants' Mine Plan that mitigate impacts associated with the identified potential conflicts. Monitoring of the three wells on site will provide long term data gathering to observe any changes, should there be any.

A Stormwater Analysis Report for the proposed site has been prepared by Westlake Consultants, Inc. (**Appendix C, Application**). The applicant also maintains a DEQ issued NPDES-1200A Discharge Permit that allows for surface water discharge into the Molalla River at the adjacent Canby Sand & Gravel site. If this application is approved, the applicant has indicated she will amend the referenced permits to include the subject extraction site property, as necessary. The use of water at the site will be limited to dust control purposes. A water truck will be used to spray water on internal haul roads as a method of suppressing dust created by equipment and trucks. In addition, if there is a processing facility on site, water spray bars on the processing equipment will be used to suppress dust. It is estimated by the applicant that the daily volumes required will be less than 5,000 gallons per day. Mining in the wet (below approximately 15-20 feet) will reduce the amount of dust generated, given the groundwater at that depth. ORS 537.0545(f) exempts a water use permit requirement for ground water if the volume is less than 5,000 gallons per day for a single industrial or commercial use.

It should be noted that all aspects of the proposed onsite and offsite stormwater management will be under the authority of the applicable agencies. For stormwater, ground water, and wetlands, those agencies include DOGAMI, Clackamas County, Water Environment Services, the Surface Water Management Agency of Clackamas County, DSL and the Army Corp of Engineers.

This criterion is met.

- i. Section 708.05I: Compliance with Special Conditions. *The County may impose additional, special conditions to resolve issues specific to an individual site. The conditions shall be specified in the site-specific program to achieve the Goal adopted as part of the Comprehensive Plan.*

The applicant acknowledges that the County may impose special conditions to resolve issues specific to an individual site, and that these conditions must be specified in the site-specific program to achieve the Goal adopted as part of the Comprehensive Plan text amendment and MAO overlay designation process. In the companion PAPA/MAO applications, the applicant has proposed a series of conditions designed to limit potential conflicts with proposed mining activities as well as the impacts associated with those conflicts. Imposing these conditions should resolve issues specific to the property.

This criterion is met.

- j. Section 708.05J: Security. *The permittee shall fence the Extraction Area boundary between the mining site and any parcel where dwellings are a principal use. Fencing shall be a cyclone type fence a minimum of six feet high.*

“Principal use” is interpreted to mean a use allowed as a primary use in the County’s Zoning and Development Ordinance (ZDO). The requirements of this Subsection do not apply to the permit application because the two dwellings located adjacent to the subject site lay within an Exclusive Farm Use (EFU) Zoning District and a dwelling is not considered the principal use in the EFU Zone.

In lieu of fencing, the applicant has proposed land separation and screening berms around the two dwellings adjacent to the site to provide visual and noise separation from the mining operation and these dwellings.

This criterion is met.

- k. Section 708.05K: Performance requirements:
1. *The mining operator shall maintain DOGAMI and other state agency permits.*
 2. *The mining operator shall carry a comprehensive general liability policy covering mining, and incidental activities during the term of operation and reclamation, with an occurrence limit of at least \$500,000. A certificate of insurance for a term of one year shall be deposited with the County prior to the commencement of mining and a current certificate of insurance shall be kept on file with the County during the term of operation and reclamation.*

The applicant has proposed conditions to ensure compliance with this requirement, as identified in Board Order Exhibit C. The Board finds the proposed conditions will be sufficient to meet this criterion.

This criterion is met.

A. Section 708.06: Reclamation.

1. Section 708.06A: *No mining shall begin until the permittee provides the county with a copy of a DOGAMI Operating Permit or exemption in accordance with ORS 517.750 through 517.900 and the rules adopted thereunder.*

The applicant has proposed the following conditions to ensure compliance with this requirement:

- a) Applicant shall not initiate mining and activities on the Traverso Aggregate site until the State Department of Geologic and Mineral Industries approves the reclamation plan and operating permit for the site.
- b) Applicant shall obtain approval from the State Department of Geology and Mineral Industries of a reclamation plan for the site and shall affect reclamation in accordance with same.

This criterion can be met.

2. Section 708.06B: *The County's jurisdiction over mined land reclamation is limited to determining the subsequent beneficial use of mined areas, ensuring that the subsequent beneficial use is compatible with the Comprehensive Plan and Zoning and Development Ordinance, and ensuring that mine operations and reclamation activities are consistent with the program to achieve the Goal adopted as part of the Comprehensive Plan.*

The reclamation Plan and subsequent beneficial use of the mining site is based on a water feature/pond and associated plantings. The beneficial use is consistent with OAR 660-023-180(5)(f) and is consistent with beneficial use criteria of the County's Comprehensive Plan.

This criterion is met.

3. Section 708.06C: *The County shall coordinate with DOGAMI to ensure compatibility between DOGAMI and the County in the following manner.*
 - a) *When notified by DOGAMI that an operator has applied for reclamation plan and an Operating Permit, the County shall inform DOGAMI whether Site Plan Review approval by the County is required.*

- 1) *If Site Plan Review approval is required, the County shall request that DOGAMI delay final action on the application for approval of the reclamation plan and issuance of the Operating Permit until after Site Plan Review approval has been granted.*
- 2) *If Site Plan Review approval is not required, the County shall so notify DOGAMI and the County shall review the proposed reclamation plan and Operating Permit during DOGAMI's notice and comment period.*

This section requires coordination with DOGAMI in reviewing Operating Permits and Reclamation Plans. The requested Site Plan Review, if approved, shall be completed prior to the issuance of the DOGAMI Operating Permit and Reclamation Plan. A condition of approval to this effect is warranted.

This criterion is met.

- b) *When reviewing a proposed reclamation plan and Operating Permit application circulated by DOGAMI, the County shall review the plan against the following criteria:*
 - 1) *The plan provides for rehabilitation of mined land for a use specified in the Comprehensive Plan, including subsequent beneficial uses identified through the Goal 5 planning process.*
 - 2) *The reclamation plan and surface mining and reclamation techniques employed to carry out the plan comply with the standards of Section 708.05.*
 - 3) *Measures are included which will ensure that other significant Goal 5 resources determined to conflict with mining will be protected in a manner consistent with the Comprehensive Plan.*

During the DOGAMI permit application and review process, the County will have the opportunity for input on the proposed reclamation plan. County staff will review that submittal against the criteria listed above.

This criterion is met.

G. Section 708.07: Extraction Area Permits.

A Site Plan Review, or Extraction Area Permit, requires review as a Type I application pursuant to Section 1307, to the extent that Section 1307 is consistent with the requirements of ORS 197.195 and 215.425.

Although a Type I review is typically a Planning Director administrative action under the terms of this subsection, the Planning Commission and Board of County

Commissioners (BCC) have jurisdiction to hear and decide applications filed concurrently with a comprehensive plan amendment application under Section 1307.04 of the ZDO. The applicant has filed the application concurrently with the PAPA/MAO applications. Therefore, the Planning Commission has jurisdiction to hear this matter and advise the BCC on the Site Plan Review application.

This criterion is met.

1. The County shall approve, approve with conditions, or deny the application for the permit based on the conformance of the site plan with the standards of ZDO Sections 708, 1006, 1010, and the requirements of the site-specific program to achieve Goal 5 adopted as part of the Comprehensive Plan.

The applicant has directly responded to the requirements of section 708 in the preceding findings. The Site Plan Review section also incorporates the standards of sections 1006 and 1010, which are discussed below:

a) 1006 – Water Supply, Sanitary Sewer, Surface Water, and Utilities Concurrency

Water Supply: The applicant notes that water will be required for dust control management on haul roads and staging areas within the aggregate extraction site. The volume required is estimated at less than 5,000 gallons per day, and is based on present day quantities used in similar operations at Canby Sand and Gravel.

Pertaining to the availability of water necessary for the proposed operation, under the exempt uses section of the Oregon Water Laws (ORS section 537.545), a water right not to exceed 5,000 gallons per day is provided for “any single industrial or commercial purpose.” This provision states, “no registration, certificate of registration, application for permit, permit, certificate of completion or ground water right certificate under 537.505 to 537.795 and 537.992 is required for the use of ground water.”

Sanitary Sewer/Sewage Disposal: The applicant expects that portable toilets (port-a-potties) will be used rather than a subsurface sewage disposal system. Portable toilets have been utilized at the company's existing operations for decades and are considered a better alternative to septic tanks and drain fields at active aggregate sites because as extraction operations move throughout the aggregate extraction site, portable restrooms can be relocated as a means of accommodation and accessibility.

Stormwater: Westlake has addressed stormwater issues within their report dated September 2017. The Westlake report looks at storm water management, both internal and external to the Traverso Aggregate Site project. In response to the overall management of surface and ground water, Westlake concluded the following: “*The overall intent of the proposed surface water and groundwater management plan is to keep water sources within the site, replenish groundwater where appropriate, maintain existing conditions wherever feasible and protect surrounding watersheds by*

implementing SWMACC regulations and Best Management Practices for erosion and sediment control. Another key and no less important objective of the plan is the protection of water quality, through the segregation and treatment of any potentially unclean water within the active mining area, away from clean surface and ground water flows found on site.

Compliance with state water quality standards for storm water occurring within the Extraction Area will be based upon review and approval by the DOGAMI. The applicant notes that she has an approved Stormwater/Surface Water Management Control plan in place for operations at the existing Canby Sand and Gravel site. If this application is approved, the applicant will amend the Management Plan to include operations at the subject site.

All aspects of the proposed onsite and offsite stormwater management will be under the authority of the applicable agencies. For stormwater, ground water, and wetlands, those agencies include DOGAMI, Clackamas County, DSL and the Army Corp of Engineers.”

Sensitive Groundwater Areas: The Traverso Aggregate site is located outside the Portland Metropolitan Urban Growth Boundary and Mount Hood Urban Area; however the standards found under 1006.05 do not apply to the proposal because it is not located within a Sensitive Groundwater area.

This criterion is met.

- b. 1010 – Signs. This section of the ZDO sets forth the standards for all on-premise signs for multiple use types.

At this time, the applicant is not proposing any signing on the exterior of the Traverso Aggregate Site. The application does not include new access/exit driveways onto S. Highway 99E or a County road. Access to and from the subject site will be through an onsite road beginning at the existing processing plant facility. The access/exit locations to the subject site are identified on the site plan.

The existing access/exit driveways connecting to S. Highway 99E are permitted by the Oregon Department of Transportation (ODOT), and ODOT requirements and conditions pertaining to those permits require Parker-Northwest to install "Entrance Only" and "Exit Only" signs at the specific locations. The conditions were met prior to the issuance of the permits. Additionally, the company has installed an ODOT approved "Stop Sign" at the exit driveway as a safety factor for motorists' traveling S. Highway 99E. The only other sign installed adjacent to the highway is a "Trucks 500 Feet Ahead" warning sign advising motorists of incoming and outgoing truck traffic from driveways onto S. Highway 99E. Traffic and directional signs are not regulated through the ZDO.

If, through this review process, ODOT or the County require additional signage be installed along S. Highway 99E, the applicant has stated that she will comply with the condition of approval.

**PART 2. SUMMARY OF MINERAL & AGGREGATE SITE REVIEW
CRITERIA**

Based upon the application materials and these findings, the Board finds that this application satisfies, or can satisfy, the applicable approval standards of the Sections 708, 1006 and 1010.

**Parker NW Paving Co./ Traverso Aggregate Site
Z0568-17-CP, Z0569-17-MAO & Z0570-17-Z
CONDITIONS OF APPROVAL**

General Conditions

1. Table III-2 in the Mineral and Aggregate Resources Section of the Comprehensive Plan shall be amended to add "Parker-Northwest Paving Co / Traverso Aggregate Site" to the list of Significant Sites.
2. Mining shall be allowed on the property subject to the site specific program in the submitted application to the extent it is consistent with the remaining conditions of approval.
3. The post reclamation use of the subject property shall be limited to a water feature with voluntary fish and wildlife habitat, consistent with the Clackamas County Comprehensive Plan, Clackamas County Zoning and Development Ordinance and specifically those uses listed under ORS 215.283(1). All plant species used in reclamation shall be native species, and approved in coordination with the DOGAMI and ODFW.
4. The approval of the application granted by this decision concerns only the applicable criteria for this decision. The decision does not include any conclusion by the County concerning whether the activities allowed will or will not come in conflict with the provisions of the federal Endangered Species Act (ESA). This decision should not be construed to or represented to authorize any activity that will conflict with or violate the ESA. It is the applicant, in coordination if necessary with the federal agencies responsible for the administration and enforcement of the ESA, who must ensure that the approved activities are designed, constructed, operated and maintained in a manner that complies with the ESA.

General Operations Related Conditions

5. Mining (including but not limited to excavation and processing) is restricted to the hours of 7:00 AM to 6:00 PM Monday through Friday, and 8:00 AM to 4:00 PM on Saturday. Mining (including but not limited to excavation and processing 400 feet of the Barlow and Hanes residences) is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday and 8:00 AM to 4:00 PM on Saturdays. No mining operations will occur on Sunday.
6. No mining (including but not limited to excavation and processing), shall take place on any of the following legal holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
7. There shall be no drilling or blasting on Site, except as necessary to install additional monitoring wells.
8. The applicant and/or operator shall not initiate mining and activities on the Traverso Aggregate Site ("Site") until the Oregon Department of Geologic and Mineral Industries (DOGAMI) approves the reclamation plan and operating permit for the Site.

9. The Canby Fire District shall review and approve this mining operation to ensure it is acceptable for access by fire and emergency vehicles. The Fire District shall also review and approve any provisions for storage and utilization of both hazardous and flammable liquids in accordance with Uniform Fire Code requirements.
10. The applicant and/or operator shall obtain Oregon DEQ approval of a Spill Prevention Controls and Countermeasures Plan for the site and shall comply with same.
11. Applicant/operator shall obtain or amend its current Stormwater Control permit issued by DEQ and regulated by DOGAMI to include stormwater generated at the proposed extraction site, as necessary.
12. Copies of all permits issued for the Traverso Aggregate Site shall be provided to the County including, but not limited to, any permits issued by DOGAMI, DSL, DEQ, the Oregon Water Resources Department, the Oregon Fire Marshal's Office, local Fire Marshal's Office if applicable, and the U.S. Army Corps of Engineers.
13. The Site operator shall carry a comprehensive liability policy covering mining and incidental activities during the term of the operation and reclamation, with an occurrence limit of at least \$500,000. A certificate of insurance for a term of one (1) year shall be deposited with the County prior to the commencement of mining, and a current certificate of insurance shall be kept on file with the County during the term of operation and reclamation.

General Mine Plan Related Conditions

14. Extraction, processing and stockpiling activities occurring on the subject properties shall be limited to areas within the identified Extraction Area and labeled as appropriate for such activities and depicted on the approved Mining and Operation Plan, as illustrated in the **attached Figure 5**. Processing and stockpiling activities may take place either within the Extraction area or on the neighboring "Canby Sand & Gravel" site, currently owned and operated by the applicant. No extraction, processing, or stockpiling activities shall take place on the approximately 8-acre reclamation area in the easternmost portion of the site (including the "Wilmes Extraction Pond" identified on the approved Mining and Operation Plan), or anywhere within the bounds of the regulatory 100-year floodplain, except as otherwise required by DOGAMI for reclamation purposes; hauling rock and haul road maintenance shall be allowed within this area.
15. All lighting shall be directional to eliminate any new lighting on surrounding properties.
16. Identified setbacks from the property lines, utilities, and easements will be maintained in accordance with the Mining Plan.
17. The 200-foot buffer setback adjacent to the Molalla River corridor will be fenced. "No Entry Restricted Area" signs will be placed along the fenced boundary of the buffer zone. The buffer zone will be graded to slope inward from the riparian area. The buffer-setback will be

planted in a mixture of conifer and deciduous trees, the types of trees will include Douglas fir, Big Leaf Maple, Red Alder, Western Cedar, Cottonwood and White Ash.

18. In the event that buried cultural deposits are encountered during the project activities, State laws and regulations would require that work in the vicinity of such finds be suspended immediately. The State Historic Preservation Office (SHPO) should be notified, and a qualified archaeologist should be called in to evaluate the discovery and recommend subsequent courses of action in consultation with the appropriate tribes and SHPO.
19. Slope inclinations will not exceed an average slope of 1:1 – (horizontal to vertical) within the excavation during mining, unless approved by DOGAMI.
20. Interior extraction slopes will be graded, shaped, and planted for erosion control purposes. Finished slopes will be also planted in a mixture of conifer and deciduous trees.
21. Reclamation of the aggregate extraction site will be concurrent with aggregate mining, beginning with mining in Cell 2.
22. There will be no dewatering of the extraction area.
23. Onsite monitoring well reports shall be forwarded to the City of Barlow and any other interested regulatory agency (e.g. DOGAMI and OWRD) for a period of two years once mining commences, and thereafter upon request.
24. If water well damage occurs, operator will replace or restore any well that is demonstrated to be significantly affected by its operations.
25. A Fuel, Oil Prevention Plan and Response Plan will be in place for operations at the subject extraction site.
26. There will be no livestock grazing on the subject site.

Transportation Related Conditions

27. No interior haul roads will be constructed within 250 feet of the Hanes Residence or Barlow House.
28. The applicant shall provide adequate on site circulation for the parking and maneuvering of all vehicles anticipated to use the parking and maneuvering areas, including a minimum of 24 feet of back up maneuvering room for all 90-degree parking spaces. Loading spaces shall also be afforded adequate maneuvering room. The applicant shall show the paths traced by the extremities of anticipated large vehicles (dump trucks with pups, delivery trucks, fire apparatus, garbage and recycling trucks), including off-tracking, on the site plan to insure adequate turning radii are provided for the anticipated large vehicles maneuvering on the site.

29. Any roads constructed through the regulatory floodplain or within 150 feet of the mean high water line of the Molalla River may be subject to the regulations and standards found in ZDO Sections 703 and 704.
30. Employees shall park their personal vehicles at the designated paved parking lot located at Canby Sand and Gravel or onsite in designated areas. Parking spaces shall meet minimum ZDO section 1007 dimensional requirements. Parking spaces for disabled persons and the adjacent accessible areas shall be paved.
31. Aggregate trucks shall use the truck wheel wash located near the exit driveway connecting to South Highway 99E as a sediment/dust control method.
32. The applicant shall install and maintain an ODOT approved "Stop Sign" at the exit driveway connecting to South Highway 99E.
33. The "Entrance Only" and "Exit Only" direction signage from South Highway 99E will be maintained in accordance with ODOT access permit requirements.
34. The existing access-exit driveway connecting to South Highway 99E will be paved for a minimum of 300 feet.

Acoustic Related Conditions

36. The mine operator shall comply with all recommended noise mitigation measures included in the noise study prepared by Acoustics by Design (ABD) dated September 15, 2017.
37. Berms shall be constructed near the Barlow and Hanes residences per the Acoustics by Design (ABD) report and throughout the Extraction Area, per the Mining and Operation Plan.
38. The screening berms shall be seeded in a Perennial Rye Grass or similar vegetation for ground cover. Exterior slopes of the screening berms shall be planted in Douglas Fir trees or similar native evergreens, randomly planted at 10 to 12 feet spacing distances.
39. There shall be strict compliance with the Berm Landscaping Plans, identified in the Mining and Operations Plan. Dead or dying trees shall be replaced at least annually. The trees shall be planted in conformance with industry standards and planted during the fall or early spring to ensure high survival rates.
40. Off-road equipment (*i.e.* excavators, front-end loaders, loading trucks, and bulldozers) used for internal site operations shall be fitted with broadband rather than traditional narrowband backup alarms.
41. The operator must use factory or better muffler systems.
42. Onsite equipment will be fitted with "Smart System" backup alarms.

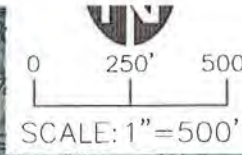
43. The hydraulic excavator and front end loader will be equipped with engine side panels to reduce noise levels.

Air Quality Related Conditions

44. The operator shall maintain vegetative ground cover on stockpiles to reduce dust.
45. The operator shall sprinkle interior roads with a water truck to reduce dust.
46. The operator shall have water spray bars on the crusher/screens, if located on site, to reduce dust potential. No more than 5,000 gallons per day will be used for dust suppression.
47. A 15 MPH speed limit for onsite truck traffic will be posted on all haul roads within the subject site.
48. If processing occurs on the Site, the crusher shall comply with any DEQ Air Contaminant Discharge permit requirements.
49. Off-road equipment shall meet federal Tier 3 off-road engine standards, and/or equipment to be modified as such.
50. Onsite idle times for heavy-duty diesel truck engines shall be limited to no more than three minutes per truck trip.
51. The operator shall clearly mark the DOGAMI permit boundary and required setbacks in the field, visible to all equipment operators.
52. The operator shall salvage, stockpile and retain all available soil and overburden material for final reclamation. Soil and overburden stockpiles and berms must be seeded in a cover crop to reduce erosion.
53. The operator shall maintain a minimum 50-foot property line setback for excavation and processing. Sound and noise berms, stockpiling of aggregate materials, construction of internal access roads, and construction of DOGAMI approved stormwater control measures are allowed within the setback areas.
54. If mining operations disturb any area outside of the permit area or area designated for active mining in the reclamation plan, including but not limited to disturbances caused by landslide or erosion, the operator must restore the disturbed area to a condition that is comparable to what it was prior to the disturbance.



CRITICAL ZONING DISTRICT
 NON CONFORMING USE
 (NCU) #Z0155-12-NCU



2. THE OPERATIONAL LIFE OF THE MINE IS APPROXIMATELY 15-20 YEARS.
3. EXCAVATIONS AND CRUSHING MINING OPERATIONS ARE RESTRICTED TO THE HOURS OF:
 8:00 AM TO 6:00 PM MON - FRI
 AND 8:00 AM TO 4:00 PM SAT

 REDUCED HOURS WITHIN 400 FEET OF BARLOW AND HANES HOMES:
 8:00 AM TO 5:00 PM MON-FRI
 8:00 AM TO 4:00 PM SAT

 NO OPERATION SHALL TAKE PLACE ON SUNDAYS OR THE FOLLOWING LEGAL HOLIDAYS:
 NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS
4. NOISE MITIGATION BARRIERS IN ACCORDANCE WITH THE ACOUSTICS BY DESIGN, INC, NOISE STUDY DATED SEPTEMBER 2017.
5. PROPERTY LINE SETBACK DISTANCES:
 A. 50.0' FROM ANY PROPERTY LINE
 B. 200.0' FROM BARLOW HOUSE
 C. 100.0' FROM MOLALLA RIVER MEAN HIGH WATER
6. REFER TO THE H,G SCHLICKER AND ASSOCIATES, INC, REPORT DATED SEPTEMBER, 2017 FOR GROUNDWATER DATA.
7. PROPOSED HAUL ROADS SHALL BE WATERED FOR DUST SUPPRESSION.
8. THE APPLICANT SHALL FLAG OR OTHERWISE MARK THE BOUNDARIES OF THE REQUIRED EXCAVATION SETBACKS FROM PROPERTY BOUNDARIES BEFORE BEGINNING EXCAVATION AT THE AGGREGATE SITE.
9. ACCESS ROADS TO AGGREGATE SITE SHALL BE GATED AND LOCKED WHEN NOT IN OPERATION.
10. TAX LOT AND AERIAL DATA WAS PROVIDED BY WESTLAKE CONSULTANTS INC, AND PROJECT DELIVERY ARE APPROXIMATE ONLY AND ARE FOR ILLUSTRATIVE PURPOSE ONLY. NOT TO BE USED AS A SURVEY BOUNDARY/AREA.
11. MINING OPERATIONS TO BE IN ACCORDANCE WITH CLACKAMAS COUNTY ZONING DEVELOPMENT CODE, SECTION 12.020.
12. A BERM RAGING FROM 4-12 FEET IN HEIGHT WITH 2:1 SLOPES WILL SURROUND MAJORITY OF EXCAVATION AREAS. BERM TO BE LOCATED WITHIN THE 50 FEET SETBACK.
13. IF PROCESSING OCCURS ON SITE AND EQUIPMENT IS AT GRADE, 12 FOOT HIGH BERM TO BE LOCATED ON EAST SIDE OF THIS AREA. IF EQUIPMENT IS LOCATED 7 FEET BELOW GRADE, BERM TO BE 5 FEET HIGH.

STORMWATER

1. STORMWATER FROM DISTURBED AREAS OF THE MINING OPERATIONS TO BE CONTAINED ON THE PROPERTY BY A STORMWATER CONTROL SYSTEM.
 1.1. STORMWATER PLAN IF NECESSARY, TO BE MODIFIED AS MINING PROGRESSES ACROSS THE SITE.
 1.2. STORMWATER FROM UNDISTURBED AREAS TO FOLLOW EXISTING DRAINAGE PATTERNS AS APPROPRIATE UNDER PERMIT #03-0112.
 1.3. FIELD CONDITIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION OF ANY STORMWATER CONTROL FACILITIES.
 1.4. STORMWATER AND EROSION CONTROL TO BE CONDUCTED IN ACCORDANCE WITH DOGAMI BEST MANAGEMENT PRACTICES FOR RECLAIMING SURFACE MINES IN OREGON.
 1.5. MODIFICATIONS TO THE STORMWATER FACILITIES SHALL BE MADE TO BRING STORMWATER QUALITY TO MEET THE PERMIT REQUIREMENTS.

- FUTURE DOGAMI PERMIT # 03-0112 BOUNDARY, WILMES EXTRACTION POND (CUP #371-B6-C)
- CITY BOUNDARY
- EXISTING 5' MINOR CONTOUR
- EXISTING 25' MAJOR CONTOUR
- CLACKAMAS COUNTY SHAPEFILE TAX LOT LINES FOR ILLUSTRATIVE PURPOSES ONLY
- EXISTING STRUCTURE
- EXISTING GRAVEL ROAD
- EXISTING PAVED ROAD
- EXISTING FENCE

REFERENCES:

1. DOGAMI: "BEST MANAGEMENT PRACTICE FOR RECLAIMING SURFACE MINES IN WASHINGTON AND OREGON", 1997.
2. GROUNDWATER: H. G. SCHLICKER & ASSOCIATES, INC., "HYDROGEOLOGIC ANALYSIS, TRAVERSO AGGREGATE EXPANSION PROPERTY, BARLOW AREA, CLACKAMAS COUNTY, OREGON", SEPTEMBER, 2017.
3. NOISE: ACOUSTICS BY DESIGN, "TRAVERSO AGGREGATE - GOAL 5 MINE EXPANSION, NOISE STUDY", SEPTEMBER, 2017.
4. SIGNIFICANCE REPORT: KUPER CONSULTING LLC, "AGGREGATE RESOURCE EVALUATION AND SIGNIFICANCE DETERMINATION, TRAVERSO AGGREGATE PROPERTY, CLACKAMAS COUNTY, OREGON", SEPTEMBER, 2017
5. STORMWATER: WESTLAKE CONSULTANTS, INC., "STORMWATER ANALYSIS FOR TRAVERSO AGGREGATE SITE", SEPTEMBER, 2017.
6. TRAFFIC: SANDOW ENGINEERING, "TRAVERSO AGGREGATE TRAFFIC STUDY", SEPTEMBER, 2017.

NOTES

PROPERTY LEGAL DESCRIPTION:
 TAX MAP 41E05C TAX LOT 1100
 ZONED EXCLUSIVE FARM USE (EFU)
 TAX MAP 41E05D TAX LOT 1100
 ZONED EXCLUSIVE FARM USE (EFU)
 IN CLACKAMAS COUNTY

ALL UTILITY EASEMENT LOCATIONS AND WIDTHS TO BE CONFIRMED (SURVEYED) IN THE FIELD IN COORDINATION WITH THE UTILITY COMPANIES PRIOR TO MINING.

NOTE:
 DRAWING SCALES INDICATED APPLY TO 11"x17" DRAWING SHEETS. SCALE MAY NOT BE ACCURATE IF DRAWING PLOTS ARE LESS THAN THIS SIZE, USE BAR SCALE FOR REFERENCE ON REDUCED SIZE SHEET.

PHASING

1. APPROXIMATE MINING FLOOR ELEVATION RANGES FROM 36 MSL (WEST) TO 66 MSL (EAST)
2. THE TIMING FOR MINING IS DEPENDENT ON MARKET CONDITIONS. MINING WILL START IN THE EASTERN PORTION OF THE SITE AND GRADUALLY MOVE TO THE WEST TOWARD BARLOW ROAD. THE PROCESSING / STAGING AREA WILL BE MINED.
3. WET MINING STARTS 15-20 FEET BELOW SURFACE. NO DEWATERING OF THE EXCAVATION WILL OCCUR.
4. MINE ROCK CRUSHING EQUIPMENT WILL BE LOCATED EITHER IN THE PROCESSING AREA OR EXCAVATED AND HAULED TO THE ADJACENT CANBY SAND AND GRAVEL FOR PROCESSING.
5. RECLAMATION TO BE PERFORMED DURING AND AFTER MINING OPERATIONS HAVE BEEN COMPLETED. REJECT AREAS TO BE RECLAIMED WITH 3:1 SLOPES TO 6 FEET BELOW WATER TABLE AND 2:1 SLOPES BELOW 26 FEET FROM GROUND SURFACE.
6. FUGITIVE DUST WILL BE CONTROLLED BY A WATER TRUCK AS NEEDED ON THE SITE ROADS, AND BY THE PROCESSING EQUIPMENT.
7. AS MINING PROCEEDS ACROSS THE SITE, VEGETATION WILL BE HARVESTED AND REMOVED. THE OVERBURDEN AND STOCKPILED FOR USE IN NOISE BERMS AND RECLAMATION.
8. ALL OVERBURDEN AND REJECT ARE TO BE STOCKPILED (WHERE FEASIBLE) IN SETBACK AREAS, AS 1:1 SLOPES AND EQUIPMENT AREAS ON SITE OR USED IN RECLAMATION. THE STOCKPILES AND BERMS WITH 2:1 SIDE SLOPES, THEY ARE TO RECEIVE 6" OF TOPSOIL AND BE SEED. ESTIMATED TOTAL QUANTITY OF TOPSOIL/OVERBURDEN AVAILABLE = 908,030 CY. TOPSOILS/OVERBURDEN TO BE USED TO LEVEL STAGING AREAS, AND AS RECLAMATION OF FINAL SLOPES.
9. PRODUCT TO BE STOCKPILED WITHIN THE MINING AND PROCESSING AREAS AS INDICATED ON THESE PLANS.
10. HAUL ROAD FROM SITE TO BE LOCATED 150 FEET FROM MOLALLA RIVER HIGH WATER.

MINE SITE STATISTICS:

AREAS:	TAX LOT	AREA PER TAX MAP
	AREA	±115.97* AC
	TAX MAP 41E05C TAX LOT 1100	±79.79 AC

PERMITEE/OPERATOR:

PARKER-NORTHWEST PAVING CO., INC.
 24370 S HIGHWAY 99E
 CANBY, OREGON 97013
 PHONE: (503)266-1731

DATE _____

Table III-2
Inventory of Mineral and Aggregate Resource Sites *

Significant Sites	Location
Anderson Quarry	T4S, R1E, Section 06, Taxlots 1100, 1200 & 1600
Canby Sand & Gravel Site	N/A
Dhooghe Road Quarry Site	T5S, R3E, Section 17, Taxlots 600, 690, 700 & 790 (Taxlots combined post-approval, significant site now located on T5S, R3E, Section 17, Taxlots 600 & 700)
Estacada Rock Products Site	T3S, R4E, Section 18, Taxlots 1400, 1490, 1491 & 1492
Minsinger Bench Site	T2S, R6E, Section 20, Taxlots 100, 200, 300 & 500 (Taxlots reconfigured post-approval, significant site now located on T2S, R6E, Section 20, Taxlots 500 & 501)
Molalla River Reserve/Abbott, Merrill, Wallace Properties	T4S, R2E, Section 33, Taxlots 700, 900 & 1100 T4S, R2E, Section 34, Taxlots 500 & 700
Oregon Asphaltic Paving Company Site	T3S, R1E, Section 29, Taxlot 900 T3S, R1E, Section 30, Taxlots 1500, 1590 & 1700 T3S, R1E, Section 31, Taxlots 100 & 400
Pacific Rock/Rodrigues Property	T4S, R1E, Section 08, Taxlot 1000
Pacific Rock Products, L.L.C. Property	T4S, R1E, Section 06, Taxlots 1800 & 1900 T4S, R1E, Section 07, Taxlots 100, 190, 300, 390 & 400
<u>Parker-Northwest Paving Co/Traverso Aggregate Site</u>	<u>T4S, R1E, Section 05C, Taxlot 1100</u> <u>T4S, R1E, Section 05D, Taxlot 1100</u>
River Island Sand & Gravel Site	T2S, R3E, Section 26, Taxlots 600 & 701 (Taxlots reconfigured post-approval, significant site now located on T2S, R3E, Section 26, Taxlot 600 & 100)
Tonquin Aggregate Quarry	T3S, R1W, Section 04A, Taxlots 100 & 102
Wilmes Sand & Gravel Site	T4S, R1E, Section 08, Taxlots 600, 700 & 800

CLACKAMAS COUNTY COMPREHENSIVE PLAN

Potential Sites				
17	65	Francis Welch Silica	Ellis Deposit	Port Blakely Tree Farm
21-22	87	Terrill Silica Deposit	Scotts Mills Locality	Hein-Morris Property
29	89	Petes Mtn.	Dibble Deposit	Halton Company Property
32	90	Kroaker Prospect	Johnson & Laird	Alford-Goheen Property
35	114-116	Bauxite Deposit	Molalla High Alumina Clay	Robert Poole Property
37	227	Clear Creek	Avison Lumber	Western Pacific Construction
43	229	North Fork Claims	Forman Property	Wilsonville Concrete
45	231	Perry Bond Ranch	Molalla Redi-Mix	Molalla River Group
61-63		Molalla Clay	Patton Stone Quarry	Ogle Mountain Mine

Other Sites				
1-2	84	Crown Zellerbach	Florence Silvers	Meadowbrook
4-13	86	Cavenham Forest Ind	Barton Sand & Gravel	180 Pit
14-15	88	Jim Hartman	Columbia Continental	Marquam Limestone Quarry
26	92-100	Doug Sandy	Brightwood Quarry	Beaver Creek
30-31	102-113	Jim Elting	Norman Strabein	South Fork 9AC
33-34	117	Jack Parker	Oregon State Hwy Division 1	
38-42	119-161	Cassinelli	Quarry 3	
44	166-226	Clack Sand & Gravel	South Eagle Pit	
47	228	OR State Hwy Div 2	Arrah Wanna Co	
64	23	Quick Srvc Sand & Gravel	John Jorgeson	
66-82	232-460	George Herbst	Arthur Snyder	

*Resource sites identified by number from the State of Oregon Department of Geology and Mineral Industries (DOGAMI) Special Paper 3 "Rock Material Resources of Clackamas, Columbia, Multnomah, and Washington Counties, Oregon;" by number or name from the DOGAMI "Mineral Information Layer For Oregon By County;" by name from Conditional Uses for Surface Mining; and by name from H.G. Schlicker & Associates, Inc. Report for the Anderson Quarry, Jerry Lewis & Associates Report for Canby Sandy & Gravel Site and Oregon Asphaltic Paving Company Site, Cascade Earth Sciences, LTD. Report for River Island Sand & Gravel Site, Dhooghe Road Quarry Site and Estacada Rock Products Site, and Reports Boatwright Engineering, Inc., Northwest Testing Laboratories, Inc. and Carlson Testing, Inc. for Wilmes Sand & Gravel Site

[Amended by Board Order 2000-94; Amended by Board Order 2001-283, 11/29/01; Amended by Board Order 2007-269, 4/26/07; Amended by Board Order 2012-12, 2/9/12; Amended by Board Order 2014-14, 2/27/14; Amended by Board Order 2018-____, (date)]

DRAFT

Approval of Previous Business Meeting Minutes:

March 1, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 1, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Kathy Gordon, Lake Oswego – Came to support the Commissioners and advocate on behalf of women and the family justice center.
2. Faith Keith, Oregon City – Spoke in support of Chair Bernard
3. Tim Lussier, Estacada – Commented on Chair Bernard’s Facebook comments, asked Chair Bernard to resign and comments on County Resolution 2017-93.
4. Diane Gruber, West Linn – Invited the Commissioners and residents to come to Salem on Sunday for a march supporting President Trump.
5. Jose Hernandez, Milwaukie – Asked for the Commissioners assistance and support for the disabled Veteran’s property tax exemption.
6. Les Poole, Gladstone – Asked for a public apology from the Chair to the residents of the County and delivered a DVD to Commissioners to review and provide feedback at next week’s meeting.

~Board Discussion~

II. PUBLIC HEARING

1. First Reading of **Ordinance No. 02-2018** Amending Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code.

Kathleen Rastetter, County Counsel presented the staff report and introduced Julie Hamilton of Health, Housing & Human Services.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the clerk to assign a number and read the Ordinance by title only. He then announced the second reading will be at the Thursday, March 15, 2018 at the Board’s regular scheduled Business Meeting at 10:00 AM.

III. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: 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 Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement No. GO180815EV for Mt Hood Express Bus Service and Match Funding for Title XIX (Medicaid) Non-Medical Waivered Transportation – *Social Services*

B. Department of Transportation & Development

1. Approval of Amendment No. 3 to the Contract with OBEC Consulting Engineers Inc. for Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge - *Procurement*

C. Elected Officials

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

D. Business & Community Services

1. Approval of a Memorandum of Understanding between Clackamas County and the Boring-Damascus Grange #260 for the Construction of a Shelter at Boring Station Trailhead Park

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned at 10:59 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. www.clackamas.us/bcc/business.html



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Service Level Agreement Amendment #5 between
Clackamas Broadband eXchange and Wave Broadband

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for amendment #5 of a Service Level Agreement (SLA) with Wave Broadband for an additional dark fiber connection.
Dollar Amount and Fiscal Impact	Wave Broadband will pay a non-recurring fee of \$915.00 for the new fiber construction and a recurring annual fee of \$3,060.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Wave Broadband.
Duration	Effective upon signature by the board and the SLA is automatically renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for the City of Oregon City.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to complete a new fiber connection for Wave Broadband. Wave Broadband requested an additional connection to provide connectivity for one of their customers.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber connection with Wave Broadband. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Wave Division 7, LLC
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Wave Division 7, LLC (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises at the Connecting Points specified in Appendix A. At Customer's option, County will provide Customer with access at a Connecting Point (either an aerial or underground splice enclosure or slack location) in the County's network.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A on a path designated by the County. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County will make existing cable slack locations and splice locations (Connecting Points) available for Customer access. If Customer chooses to access the County network at such locations, the Customer will be responsible for all construction up to such Connecting Points, and will hand-off to County a fiber optic cable for splicing into the County network. County will have responsibility to splice the Customer cable into the County network, and cost recovery for such

activity by the County will be handled via the appropriate Appendix A.

- b. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- c. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- d. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within Connecting Point.
- e. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- f. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of the Connecting Points in connection with the provision of service.
- g. If the presence of asbestos or other hazardous materials exists or is detected at the Connecting Points, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- h. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- i. At Customer's expense, County shall construct Fiber into each Connecting Point specified in Appendix A; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Connecting Point; and provide the appropriate "hand-offs" at each location for Customer utilization. County shall test all Fiber to verify that the Fiber has been installed and operates in accordance with the applicable specifications in Appendix C. County shall provide a copy of the test results to Customer verifying compliance with the applicable specifications. If Customer does not dispute such verification of compliance within five (5) days after receiving the verification, Customer will be deemed to have accepted the Fiber. This date of acceptance of the Fiber will be the "Service Start Date." If Customer does not accept the Fiber, County shall

repair or replace any portion of the Fiber found to be defective and retest the Fiber in accordance with the specifications in Appendix C, and again provide Customer with a copy of the test results verifying compliance. Customer may again choose to accept or reject the Fiber. This cycle of testing, accepting or rejecting the Fiber, taking corrective action, and retesting may occur as many times as necessary to ensure the Fiber is operating in compliance with the applicable specifications.

- j. County warrants that, except with respect to those items supplied or specified by Customer or interruptions due to intervening causes including, but not limited to, fiber cuts, unscheduled maintenance events and force majeure events, the Fiber will comply with the specifications set forth in Appendix C.
- k. Subject to the limitations in section 12, if at any time during the term of this Agreement the Fiber does not meet the warranty under this section, Customer may provide County with written notice of its determination in accordance with the procedures in Appendix B ("Warranty Notice"). After receiving a Warranty Notice from Customer, County shall respond in accordance with the maintenance and repair procedures set forth in Appendix B. In addressing a defect, County, at its expense and in its sole discretion, shall repair or replace any portion of the Fiber found to be defective. When a defect is found and the Fiber is repaired or replaced, County shall retest the Fibers in accordance with the specifications in Appendix C, and provide Customer with a copy of the test results verifying compliance. Customer may again give Warranty Notice of any defect in such Fiber. This cycle of testing, providing Warranty Notice, taking corrective action, and retesting may occur as many times as necessary to ensure the Fiber is operating in compliance with the applicable specifications.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use and Customer shall accept or reject the Fiber in accordance with the procedures in subsection 4(i) above. The date of Customer's acceptance of the Fiber under subsection 4(i) shall be called the "Service Start Date." Unless terminated with 90 days' notice for an event of default as herein provided, this agreement shall continue for a period of three (3) years following the Service Start Date, and shall be automatically renewed for successive one-year renewal terms, at the County's then-current rate schedule, unless either party terminates the Agreement by giving written notice to the other party not less than 90 days prior to the end of the initial term or then current renewal term.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A

7. **Payment Options**

a. **Semi-Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur. Notwithstanding the foregoing, Customer may assign this Agreement, without County's consent, to any parent, affiliate (an entity in which Customer's parent entity has a direct or indirect ownership interest of 25% or more) or party acquiring all or substantially all of Customer's assets in the communities in which the Fiber is located, provided that in such event Customer shall notify County of the assignment at least 90 days in advance of such assignment.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with County's reasonable standard percentage allocation of overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.). The invoices for such costs shall contain a detailed cost breakdown by cost category. In the event of the disagreement regarding the cost reimbursement, the parties shall use good faith efforts to resolve such matter, and if the parties cannot resolve such dispute, they may pursue their legal remedies other than termination of this Agreement for the services provided hereunder.

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force

majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata rates for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on

the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer; but shall not include income or property taxes.

19. Termination

- a. Either party may terminate this Agreement ninety (90) days following written notice to the other party of the other party's uncured default, as set forth in section 20 below. In addition, this Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party which is not cured within thirty (30) days after notice by the non-defaulting party; or
 - b. Failure to pay any undisputed sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following receipt of written notice of default by the non-defaulting party identifying with reasonable particularity the nature of the default or, if such default cannot reasonably be cured within such 30 day period, the defaulting party shall proceed promptly to diligently and continuously prosecute such cure within thirty (30) days following receipt of written notice of default by the non-defaulting party identifying with reasonable particularity the nature of the default. If the defaulting party fails to cure the default or prosecute such cure in accordance with this subsection 20(2), then the non-defaulting party may terminate this Agreement in accordance with subsection 19(a) above.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Other than as provided in this Agreement, Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Name or Title of Individual]Customer] Stacey Vandell
[Address] 401 Park place ctr
[City and Zip Code] Kirkland WA 98074
[Fax Number] svandell@wavebroadband.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO SERVICE LEVEL AGREEMENTS DATED April 30th 2013, September 10th 2013, April 1st 2014,

September 17th 2014 and October 2nd 2014. WITH THE EXCEPTION OF THE AGREEMENT OR AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SPECIFIC SUBJECT MATTER OF THIS CONTRACT AFFECTING THE CONNECTIONS IDENTIFIED IN APPENDIX A. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Wave Division 7, LLC

(Customer Name)

By (signature):  _____

Stacey Vandell

Name (print): _____

Director

Title: _____

Date: _____ March 28, 2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Semi-Annual Recurring Charges

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1 Splice case located at the corner of SE 32 nd Ave & SE Harrison St in Milwaukie, OR adjacent to PGE pole #3997	Splice case located at Abernethy Rd and John Adams St adjacent to PGE pole # 5765	Single (one) dark fiber	\$531.00

5. Nonrecurring Charges

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1 Splice case located at the corner of SE 32 nd Ave & SE Harrison St in Milwaukie, OR adjacent to PGE pole #3997	Splice case located at Abernethy Rd and John Adams St adjacent to PGE pole # 5765	Construction	\$915.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, or the highest rate allowable in accordance with applicable law, whichever is less, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Service Level Agreement Amendment #1 between
Clackamas Broadband eXchange and the City of Lake Oswego

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for an amendment #1 of a Service Level Agreement (SLA) with the City of Lake Oswego for additional dark fiber connections for public buildings and networks.
Dollar Amount and Fiscal Impact	The City of Lake Oswego will pay a non-recurring fee of \$14,000.00 for the new fiber construction. The City of Lake Oswego will pay a recurring lease fee of \$22,920.00 annually.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Lake Oswego.
Duration	Effective upon signature by the board and the SLA is automatically renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for 10 connections with the City of Lake Oswego.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network for the City of Lake Oswego and their city buildings. The City of Lake Oswego requested an additional connection to their water pump plant in Gladstone for communication purposes as well as leasing fiber on the CBX network for traffic signals monitoring by Clackamas County.

RECOMMENDATION:

Staff respectfully recommends approval to enter into these new fiber connections with the City of Lake Oswego. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Lake Oswego
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide the City of Lake Oswego (Customer) the Services set forth in this Agreement, between the Specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule, provided the rate schedule was provided to the City not less than 120 days prior to the renewal Service Start Date.

6. Compensation

a. County shall provide:

County will provide a dark fiber connection starting at the County North Station hub located at 25600 SE Sunnyside Rd in Clackamas and ending at the Development Services Building located at 150 Beaver Creek Rd in Oregon City. Appendix D generally depicts the fiber path that the City will utilize. As new signal cabinets are spliced into the County fiber network, the County will splice

the new fiber cabinet into the County network at the County's expense.

b. City shall provide:

In return for County providing the services described in Appendix A along the fiber path as generally depicted in Appendix D for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time. The City will also provide access and use of the City's conduit along Boones Ferry Rd from Kerr Parkway to Mercantile Dr. The City will also make conduit space available for County use on Kruse Way from Boones Ferry Rd to Bangy Rd. The City will be responsible for all Gatorpatches required to connect into the County fiber network.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. Alternative Payment Frequency

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify

Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall

include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. [Reserved]

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer,

or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

City Manager
City of Lake Oswego
380 A Ave, PO Box 369
Lake Oswego, OR 97034
FAX: 503-697-6594

with a copy to

Chief Technology Officer
City of Lake Oswego
380 A Ave, PO Box 369
Lake Oswego, OR 97034
FAX: 503-534-5234

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO TEN SERVICE LEVEL AGREEMENTS, ALL APPROVED BY THE CUSTOMER PURSUANT TO CITY OF LAKE OSWEGO RESOLUTION 17-45. WITH THE EXCEPTION OF THOSE TEN AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES

ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

City of Lake Oswego _____
(Customer Name)

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Approved as to form:

Evan P. Boone, Deputy City Attorney

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	CBX North Station 25600 SE Sunnybrook Blvd Clackamas, OR 97015	Development Services Building 150 Beaver Creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$1,400.00
2	Water Treatment Plant 4260 Kenthorpe Way West Linn, 97068	Gladstone Water Station 105 E Clackamas Blvd, Gladstone, 97027	One Pair (two) dark fibers	\$255.00
3	Water Treatment Plant 4260 Kenthorpe Way West Linn, 97068	Gladstone Water Station 105 E Clackamas Blvd, Gladstone, 97027	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	CBX North Station 25600 SE Sunnybrook Blvd	Development Services Building	Construction	\$0.00

	Clackamas, OR 97015	150 Beaver creek Rd Oregon City, OR 97045		
2	Water Treatment Plant 4260 Kenthorpe Way West Linn, 97068	Gladstone Water Station 105 E Clackamas Blvd, Gladstone, 97027	Construction	\$14,000.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year..

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

- 5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

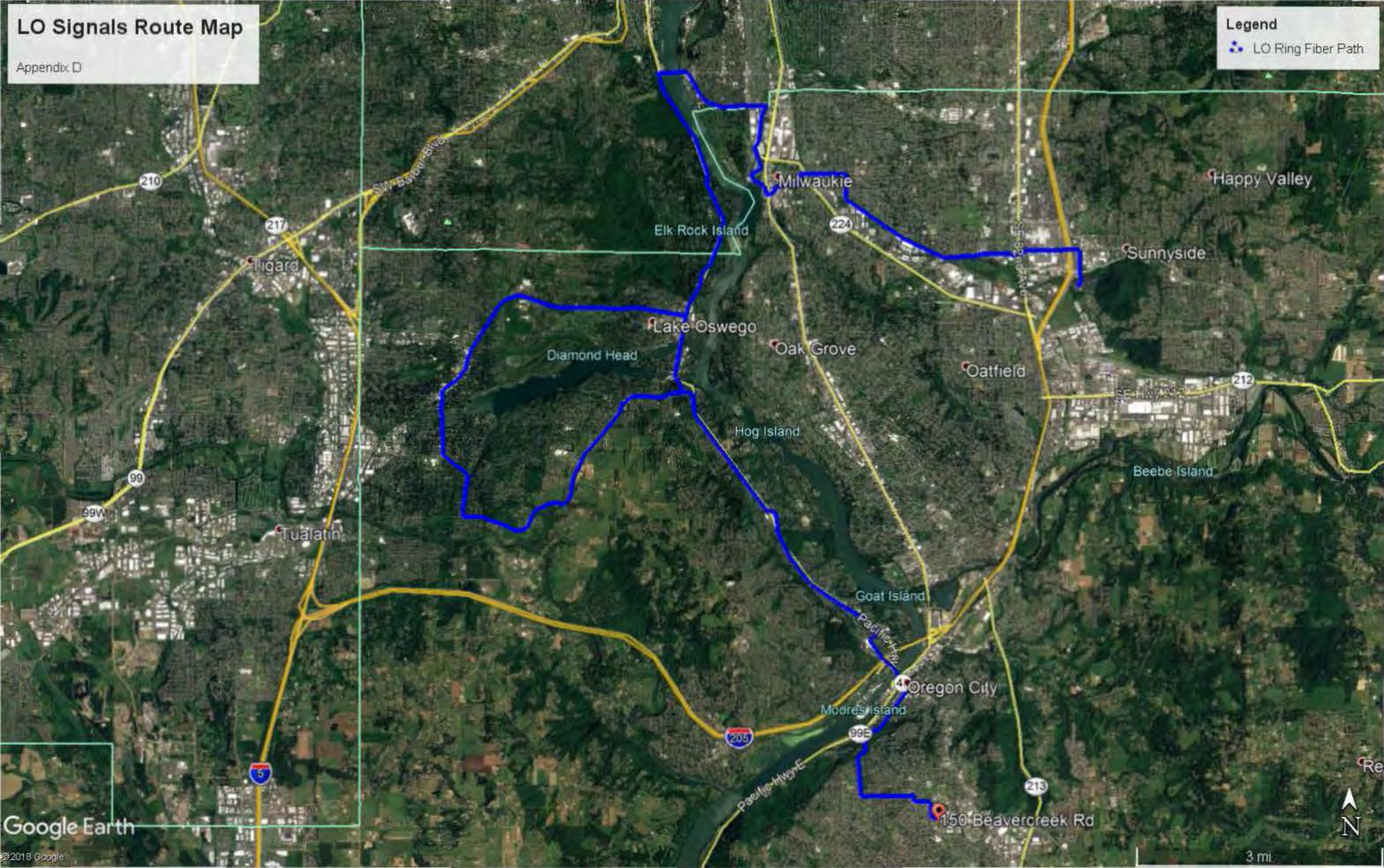
C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.

LO Signals Route Map

Appendix D

Legend
LO Ring Fiber Path





Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 28, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Service Level Agreement Amendment #1 between
Clackamas Broadband eXchange and the City of Milwaukie

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for amendment #1 of a Service Level Agreement (SLA) with the City of Milwaukie for an additional dark fiber connection to the temporary location of the Ledding Library.
Dollar Amount and Fiscal Impact	The City of Milwaukie will pay a non-recurring fee of \$22,400.00 for the new fiber construction and a recurring annual fee of \$3,060.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Milwaukie.
Duration	Effective upon signature by the board and the SLA is automatically renewed on a year to year basis. This fiber connection will remain in place until the existing Ledding Library is remodeled.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for the City of Oregon City.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to complete a new fiber connection for the City of Milwaukie. The City of Milwaukie requested an additional connection to provide connectivity for the temporary Ledding Library while the existing structure is remodeled.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber connection with the City of Milwaukie. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Milwaukie

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to City of Milwaukie (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as

required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE

CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar

taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

IT Manager
City of Milwaukie
3200 SE Harrison Street
Milwaukie, Oregon 97222
Fax: (503) 786-7404

with a copy to

Accounts Payable
City of Milwaukie - Finance Department
10722 SE Main Street
Milwaukie, Oregon 97222
Fax: (503) 786-7528

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO SERVICE LEVEL AGREEMENTS DATED March 5th 2012. WITH THE EXCEPTION OF THE AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

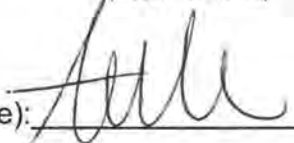
Name: _____

Title: _____

Date: _____

Customer

City of Milwaukie
(Customer Name)

By (signature):  _____

Name (print): Ann Ober _____

Title: City Manager _____

Date: 3-27-18 _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Milwaukie City Hall 10722 SE Main St. Milwaukie, OR 97222	Trimet Park and Ride 9600 SE Main St Milwaukie, OR 97222	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Milwaukie City Hall 10722 SE Main St. Milwaukie, OR 97222	Trimet Park and Ride 9600 SE Main St Milwaukie, OR 97222	Construction	\$22,400.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. **Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the Consumer Price Index (CPI) for urban wage earners and clerical workers for the Portland, Oregon metropolitan region for the prior year, unadjusted for seasonal variations, as determined by the Bureau of Labor Statistics of the Department of Labor and as published in such Bureau of Labor Statistics Detailed Report.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Service Level Agreement Amendment #1 between
Clackamas Broadband eXchange and CCFD #1

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for an amendment #1 of a Service Level Agreement (SLA) with the Clackamas County Fire District #1 (CCFD #1) for a new dark fiber connection to Redland Fire Station.
Dollar Amount and Fiscal Impact	CCFD #1 will pay a recurring lease fee of \$6,060.00 annually.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget.
Duration	Effective upon signature by the board, the SLA is automatically renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for the City of Oregon City.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to provide a new fiber lateral to extend the CBX network for CCFD #1 to connect the Redland Fire Station.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber connections for CCFD #1. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Clackamas Fire District #1

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Clackamas Fire District #1 (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law.

County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile

addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual]
[Customer]
[Address]
[City and Zip Code]
[Fax Number]

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO SERVICE LEVEL AGREEMENTS DATED April 19th 2012. WITH THE EXCEPTION OF THE AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

_____ Clackamas Fire District #1 _____

By (signature): Oscar Hicks

Name (print): Oscar Hicks

Title: IT Director

Date: 3/28/2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Beavercreek Fire Station #10 22310 S Beavercreek Rd Beavercreek, OR 97004	One Pair (two) dark fibers	\$255.00
2	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Redland Fire Station #11 18265 S Redland Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$505.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Beavercreek Fire Station #10 22310 S Beavercreek Rd Beavercreek, OR 97004	Construction	\$15,000.00 (Complete)
2	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Redland Fire Station #11 18265 S Redland Rd Oregon City, OR 97045	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

- 5.** Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

April 5, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

**Intergovernmental Agreement Between Multnomah and Clackamas Counties
For Legal Advice on Technology-Related Procurement Matters**

Purpose/Outcomes	To retain on an hourly, fully-loaded cost basis Multnomah County Senior Assistant Attorney to advise on technology-related procurement matters.
Dollar Amount and Fiscal Impact	Hourly rate of \$90.79, not to exceed \$15,000 in a 12-month period
Funding Source	Finance – Procurement
Duration	One year unless extended
Previous Board Action	There has been no previous formal board action on this matter
Strategic Plan Alignment	Build public trust through good government
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

The Procurement Division and the Office of County Counsel are experiencing an increase in the amount of technology-related procurement issues facing the County. The Office of County Counsel does not have on its team a subject matter expert with advanced experience in best practices for negotiating and drafting these types of agreements. County Counsel recommends that the Procurement Division would benefit from the advice and guidance of such an expert. The Multnomah County Attorney's Office does have such an expert and has agreed to offer that attorney to consult with the Procurement Division on an as-needed basis.

The proposed arrangement is memorialized by way of the attached IGA. The hourly rate for Senior Assistant County Attorney William Glasson is \$90.79, which is significantly less than prevailing private practice market rates. We do not expect the costs over the 12-month time period to exceed \$15,000. This model of sharing professional resources between counties was successfully used between Clackamas and Multnomah Counties when they collaborated on the sharing of Multnomah's HIPAA compliance expert, and is currently being utilized by the Development Agency as they work to resolve a construction dispute. This arrangement has resulted in a model of efficiencies, shared expertise, and cost effectiveness.

RECOMMENDATION:

County Counsel and the Procurement Division respectfully recommend that the Board of County Commissioners approve the attached IGA with Multnomah County for the sharing of legal services and authorize County Counsel to serve as the Board's designee in fulfilling the terms of the IGA.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH AND CLACKAMAS COUNTIES

This Agreement is entered into, by and between, Clackamas County, a political subdivision of the State of Oregon, and Multnomah County, a political subdivision of the State of Oregon.

WHEREAS, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: April 5, 2018, or upon final signature, whichever is later.
The expiration date is January 1, 2019; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to the work performed under this Agreement.

- 9) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 10) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

MULTNOMAH COUNTY:

Deborah Kafoury, County Chair

Date

Reviewed and Approved:

Jenny M. Madkour
County Attorney

CLACKAMAS COUNTY:

Jim Bernard, Chair

Date

Reviewed and Approved:

Stephen L. Madkour
County Counsel

ATTACHMENT A

1. Purpose:

To provide Clackamas County with legal advice and expertise in technology related procurement agreements.

2. Statement of Work:

A. Multnomah County responsibilities:

Clackamas County may consult with Multnomah County, through its Senior Assistant County Attorney William Glasson, with respect to best practices for technology related procurement agreements.

Multnomah County may be made available for consultation in person, by telephone and by email, and may, periodically or as needed, be physically present at Clackamas County offices.

B. Clackamas County responsibilities:

Clackamas County and its Finance Department, through its Procurement Division, shall pay Multnomah County for consulting services as described in the Payment Terms.

3. Payment Terms:

Clackamas County agrees to pay for the services of Multnomah County. The hourly billing rate is \$90.79, which is the fully-loaded hourly rate of Senior Assistant County Attorney William Glasson. The total compensation under this Agreement is not to exceed \$15,000. Both parties understand that Multnomah County may request that this Agreement be amended to increase or decrease the compensation amount annually if costs are higher or lower than anticipated at the agreement commencement. Multnomah County will invoice Clackamas County Office of County Counsel quarterly. Payments will be due 30 days after invoice.

Invoice Mailing Address:

Clackamas County Counsel
2051 Kaen Road, Suite 254
Oregon City, OR 97045

Payment Mailing Address:

Multnomah County Attorney
501 SE Hawthorne Blvd., Suite 500
Portland, OR 97214



Laura Zentner, CPA

Interim Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

April 5, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Grant Agreement between Clackamas County and the
United States Forest Service (USFS) for the Dump Stoppers Program

Purpose/Outcomes	The Business and Community Services (BCS) County Parks & Forest divisions manage the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands.
Dollar Amount and Fiscal Impact	\$50,000 of USFS funds will be added to the existing grant agreement. Matching funds of \$13,169 will come from the Office of Sustainability's FY18/19 budget to support the Dump Stoppers program.
Funding Source	United States Forest Service (USFS) and the Office of Sustainability
Duration	Through December 31, 2019
Previous Board Action	Original grant agreement was approved on May 15, 2013 by the delegated authority of the BCC to BCS Director
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, County Parks & Forest Manager, 503-742-4345
Contract No.	13-SA-11060600-013 - Modification No. 005

BACKGROUND:

The Dump Stoppers program was created in 2003 to address the chronic and growing problem of waste dumping on forested lands in Clackamas County. The program goals include (1) clean up identified dump sites on 790,000 acres of program partner lands; (2) enforce anti-dumping laws; and (3) educate the public about the negative consequences of illegal dumping.

Federal funds for Modification #5 ("Amendment") will be provided through the United States Forest Service (USFS) Retained Receipts program. These additional funds will provide for approximately 102 combined days of Dump Stoppers staff labor and vehicle operation costs related to dump site cleanups. Matching funds from the County's Office of Sustainability totaling \$13,169 will fund greater Clackamas County Sheriff's Office (CCSO) patrols and support enforcement of the program.

RECOMMENDATION:

Staff recommend the Board approve this Amendment, identified as Modification #5, to Grant Agreement 13-SA-11060600-013 between Clackamas County and the US Forest Service and authorize the BCS Director or Deputy Director to execute all documents to effectuate the same.

ATTACHMENT:

1. Modification #5 to Grant Agreement 13-SA-11060600-013

Respectfully submitted,

Laura Zentner, Interim Director
Business and Community Services



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF
PAGES	PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 005
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas, County of 150 Beaver Creek Road Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend to 12/31/19
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: An additional \$50,000 is hereby added for continuation of the project. All funding previously obligated or remaining is available for use.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Change County contact from Molly McKnight to Samantha Wolf, 503-742-4685, swolf@co.clackamas.or.us
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Stewardship retained receipts can be used on or off-forest sites in which potential pollutants and hazardous waste have a direct impact on water quality in streams that flow onto or from national forest lands. Photo documentation of the types of trash and debris being cleaned up from various off-forest locations is required to be included in the County's performance reports.

Stewardship retained receipts cannot be expended for removing abandoned cars, washers, and refrigerators, and picking up trash along forested roads, turnouts, and landings not impacting forest resources. Also, retained receipts cannot be used for enforcement of dumping laws, educating the public on the negative resource impacts of trash dumping, signs, or for other various prevention methods and programs.

PAYMENT/REIMBURSEMENT. The U.S. Forest service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$50,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's invoice. Each invoice from the County must display the total project costs for the billing period, separated by U.S. Forest Service and the County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and the County's share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.



The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Gwen Collier, gcollier@fs.fed.us

10. ATTACHED DOCUMENTATION (Check all that apply):

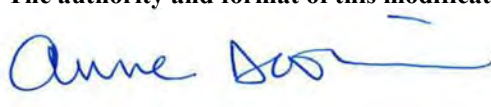
<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Clackamas County's Revised Technical Proposal

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): LAURA ZENTNER		11.F. NAME (type or print): LISA A. NORTHROP	
11.G. TITLE (type or print): Interim Director, Clackamas County Business and Community Services		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood National Forest	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  ANNE DOOLIN (13-SA-11060600-013 Mod 5) U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 3/22/18
--	----------------------------------

**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification 5 to Agreement 13-SA-11060600-013
Adding \$50,000 of Retained Receipts Funding**

Program Overview and Description of Partnerships

Clackamas County Dump Stoppers has been in operation since spring of 2003. The primary objectives of the program are 1) locate and **clean up** illegally dumped waste on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a program coordinator, additional temporary/seasonal staff as needed, a retired or reserve deputy from the Clackamas County Sheriff's Office, and program management and oversight from Clackamas County Forest staff. Up until the past few years the program had operated year-around, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Partner land managers/owners who participate in the Dump Stoppers program include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County (see Appendix C – Dump Stoppers Stewardship Project Area). The USFS Mt. Hood National Forest in Clackamas County comprises 545,000 acres and 2/3 of the land covered by the Dump Stoppers program.

Additional program partners come through volunteers. For 2018 and early 2019, we anticipate organizing some large cleanup projects with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS staff organizational help. We also plan to work with students and staff from Timber Lake Job Corps Center. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also plan to work with Community Corrections crews about once per month on cleanup projects.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire decided to donate disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. Additional donations come in the form of free tipping fees. Starting late last year, County staff deliver collected trash to the Metro Transfer Station in Oregon City at no cost. The savings from donated tipping costs will allow us to allocate funds to other program expenses and further program goals. These donations/discounts are not accounted for in Appendix D due to the unknown quantities that will be donated.

Program Funding

Between 2003 and 2011, Dump Stoppers funded by the two Title II grants (one each through the USFS Hood-Willamette Resource Advisory Committee and the BLM Salem Resource Advisory Committee) and some matching funds from Clackamas County Parks & Forest. After a steep decline in availability of Title II funds for 2012, we looked for additional sources of funding. Starting in 2012 the Forest Service has contributed funding from retained receipts from stewardship contracting on the Mt. Hood National Forest, upon recommendation for approval from the Clackamas Stewardship Partners Group and the Clackamas River Ranger District. For 2018 we were approved to receive an additional \$50,000 in retained receipts funding from the Mt. Hood National Forest which Clackamas County will match with at least \$13,169 of funding to pay the Dump Stoppers Deputy. This is in addition to other funding sources which include other funding from Clackamas County plus USFS and BLM Title II grants.

Approximately \$37,040 of the \$50,000 in retained receipts from stewardship contracting will be used to pay the Field Operations Coordinator and Field Operations Assistant for Dump Stoppers during the 2018 - 2020 field seasons when access to dump sites is available (i.e. too much snow in the winter can reduce accessibility). The Coordinator will work full-time and the Assistant will work ½ time during these months. The remaining \$12,960 will be used to cover the costs of operating the dump truck and support vehicle for things like fuel, tires, rental costs of the support vehicle, etc. In the interest of clarity and to avoid specific restrictions on expenditure of retained receipts dollars, the retained receipts funding will only be used to fund staff time and necessary equipment utilized during cleanup activities. Cleanup activities are performed both on USFS lands and on lands managed by other program partners. **USFS lands comprise almost 70% of the land base upon which Dump Stoppers operates (545,000 of the 790,000 total partner acres), and BLM lands comprise about an additional 10% (75,000 of the 790,000 total partner acres), which means that federal lands comprise almost 80% of the land base** that Dump Stoppers works on, meaning that only about 20% of the lands the program operates on are non-federal lands. The \$13,168 of matching funds from Clackamas County will be used to pay for 36 10-hour days of salary for the Dump Stoppers Deputy.

Our plan is to have the Dump Stoppers program in operation during the field seasons of 2018 and 2019. In recent years the program has been shut down during the winter months as one of many cost-saving measures. Any funds not necessary for 2018 program operation would be used to fund field operations of the program in 2019 up to the agreement termination date of December 31, 2019.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 20 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metals contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment in and near dump sites and be transported further via



This dump site contained hundreds of soggy soiled diapers and other household waste and was located on the banks of Still Creek on the Zigzag Ranger District of the Mt. Hood National Forest.

surface and groundwater movement. Dump sites are often located along or near streams, floodplains, drainageways, swales, and in ditch lines where running water can easily transport contaminants downstream, potentially impacting water quality for threatened and endangered fish and wildlife species as well as humans.



This dump site consisted of rusting buckets of paint and other unidentified liquids and was located within 50 feet of the South Fork of Eagle Creek on the Clackamas River Ranger District of the Mt. Hood National Forest.

In May 2016 the Forest Service established a permanent Ecosystem Restoration policy (Forest Service Manual 2020). This policy defines restoration as the process of assisting the recovery of ecosystems that have been degraded, damaged, or destroyed. The Dump Stoppers program certainly contributes to ecosystem restoration. Cleanup and proper disposal of pollutants also helps the Forest Service meet the requirements of the Clean Water Act and other federal and state laws and regulations which require the Forest Service to deal with pollutants. Some of these laws and regulations include the Toxic Substances Act, Pollution Prevention Act, Safe Water Drinking Act, and Executive Order 12088 which discusses federal compliance with pollution control standards.

Enforcement

The Dump Stoppers deputy will not be funded via any stewardship retained receipts dollars, but will be funded through Clackamas County matching dollars, Title II funds, and some additional funding we have received from the BLM. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem dumping spots. This year the deputy will likely work 27-30 hours per week, Thursday-Saturday. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dump site cleanup. The deputy will regularly communicate with partner agency law enforcement officers, including Forest Service and BLM officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about responsible disposal of waste while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and to simply add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activity.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement and data collection and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through retained receipts dollars.

Education

While **stewardship retained receipt funding is not used to pay for educational activities**, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Usually once or twice a year we are either contacted by or reach out to local media such as *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record, in spreadsheet format by date, the material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forest lands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2017 Dump Stoppers Partners Meeting took place on June 16 and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting this year will also likely take place in May.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2017 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Samantha Wolf of the Clackamas County Forest Program at either 503-742-4685 or swolf@co.clackamas.or.us

Attachment:

USFS Agreement No.:
 Cooperator Agreement No.:
 Project Name:

Mod. No.:

Note: This Financial Plan may be used when:
 (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,530.45	\$40,192.08	\$13,168.80	\$0.00	\$54,891.33
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$9,807.92	\$0.00	\$0.00	\$9,807.92
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$1,530.45	\$50,000.00	\$13,168.80	\$0.00	\$64,699.25
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$137.74				\$137.74
Total	\$1,668.19	\$50,000.00	\$13,168.80	\$0.00	\$64,836.99
Total Project Value:					\$64,836.99

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.69%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.31%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
FS Program Manager		\$306.09	5.00		\$1,530.45
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,530.45

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
---------------------------------	--	---------------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing		\$0.00
-----------------------	--	---------------

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other		\$0.00
--------------------	--	---------------

Subtotal Direct Costs	\$1,530.45
------------------------------	-------------------

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
9.00%	\$1,530.45			\$137.74
Total FS Overhead Costs				\$137.74

TOTAL COST	\$1,668.19
-------------------	-------------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Field Ops Coordinator - Temp	\$248.52	102.00	\$25,349.04
Field Ops Assistant - Temp	\$145.52	102.00	\$14,843.04
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$40,192.08
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Ford F150	1.00	\$42.70	103.00	\$4,398.10
Ford F450	1.00	\$46.69	103.00	\$4,809.07
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation			
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Ford Ranger Rental -			
\$120.15/mo @ 5 mos	1.00		\$600.75

Total Equipment			\$9,807.92
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Supplies/Materials

Standard Calculation			
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Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation			
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Total Supplies/Materials			\$0.00
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Printing

Standard Calculation					
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Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation					
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					\$0.00
--	--	--	--	--	--------

Total Printing					\$0.00
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Other Expenses

Standard Calculation					
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Item		Miles	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
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Total Other					\$0.00
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Subtotal Direct Costs	\$50,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$50,000.00		\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$50,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Dump Stoppers Deputy	\$365.80	36.00		\$13,168.80
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$13,168.80
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation		
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Total Supplies/Materials		\$0.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation		
---------------------------------	--	--

		\$0.00
--	--	--------

Total Printing		\$0.00
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Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation		
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Total Other		\$0.00
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Subtotal Direct Costs	\$13,168.80
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$13,168.80		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$13,168.80
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Gregory L. Geist
Director

April 5, 2018

Board of Directors
Clackamas County Service District No. 1

Members of the Board:

Approval of a Service Connection Mortgage in the North Clackamas Service Area for
Clackamas County Service District No. 1

Purpose/Outcomes	To place a Connection Mortgage on the tax lot 12E29CA00301 in order for the property to connect to the public sewerage system.
Dollar Amount and Fiscal Impact	Contract maximum value is \$6,990.40
Funding Source	Not applicable
Duration	Effective February 27, 2018 and terminates when paid in Full, Estimate date of January 1 st , 2028.
Previous Board Action/Review	None
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Erin Blue, WES Financial Analyst – 503-742-4585

BACKGROUND:

The property owner listed on the attached service connection mortgage has applied to Clackamas County Service District No. 1 for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property owned by Fritz J Jr & Amy C Hofmann: Map and Tax Lot: 12E29CA00301. The mortgage is in the amount of \$6,990.40 with a final payment January 1, 2028.

Approved as to form by District Counsel.

RECOMMENDATION:

We respectfully recommend that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, approve and accept the attached service connection mortgage.

Respectfully submitted,

Greg Geist, Director

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

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

SERVICE CONNECTION MORTGAGE

THIS MORTGAGE ("Mortgage") is made this 27th day of February, 2018 by and between Fritz J Jr & Amy C Hofmann (herein called "Mortgagor") and Clackamas County Service District No. 1, a county service district formed pursuant to ORS Chapter 451 (hereinafter called "District").

RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of \$6,990.40 for the privilege of connecting the property described on Exhibit A, attached hereto and incorporated by reference ("Land"), to the District's sewerage system.

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

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

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

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

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

1.4 Indebtedness. The promissory note made by Mortgagor, payable to District, dated this date, in the amount of \$6,990.40, the final payment of which, if not sooner paid is due January 1st 2028, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

1.5 Land. The property described on attached Exhibit A.

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

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

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

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

3.1 Repayment of Indebtedness. Mortgagor agrees to pay to the District system development and collection sewer charges of \$6,990.40 in not less than twenty equal installments of \$349.52 on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

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

3.3 Compliance with Laws. Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be applicable to it or to the Real Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part

thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

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

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

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

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

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

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

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

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

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

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

4.5 The default under any superior encumbrance to this mortgage.

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

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

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

5.3 Receiver. District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to enter upon and take possession of the Real Property, collect the rents therefrom, and apply the same as the court

may direct. Any receiver appointed may serve without bond. District shall not be disqualified to serve as receiver. The expense of the receivership shall be secured by this Mortgage.

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

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

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

6. Miscellaneous.

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

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

6.3 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Oregon.

6.4 Interpretation. In interpreting this Mortgage, the singular shall include the plural. If Mortgagor consists of more than one person or entity, each such person and entity shall be jointly and severally liable to pay the Indebtedness and perform the Obligations.

6.5 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Indebtedness and remaining Obligation shall be in no way effected, prejudiced or disturbed thereby.

6.6 Modification. This Mortgage may only be modified by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

IN WITNESS WHEREOF, the Mortgagor has set his/her/their hand on the day and year first herein above written.

Fritz J. Hofmann
(Legal owner)
7106 SE OVERLAND ST.
Mailing Address

Amy C. Hofmann
(Legal owner)
7106 SE Overland St
Mailing Address

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this 22 day of March, 2020 by Fritz and Amy Hofmann.

Patti Michele Hutcheson
Notary Public for Oregon
My Commission Expires: April 21, 2019



EXHIBIT "A"

All of that portion described in deed reference Clackamas County Official Record 2011-22279

(Tax Lot 12E29CA 00301)