



OFFICE OF COUNTY COUNSEL

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

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June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

DESIGNATION OF NEWSPAPER FOR 2019
PROPERTY TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2019-2020 budget.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Board approval annually at the end of June.
Counsel Review	5/29/19
Contact Person	Anja Mundy, County Counsel x 5396

Background:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Lake Oswego Review.

The projected cost of publication in the Lake Oswego Review is included in the Assessment and Taxation's 2019-2020 budget for publication.

Recommendation:

Staff recommends the Board of County Commissioners approve the designation of the Lake Oswego Review to publish the 2019 tax foreclosure list.

Respectfully submitted,

A handwritten signature in black ink that reads "Kathleen Rastetter". The signature is written in a cursive style with a large initial 'K' and a long, sweeping tail.

Kathleen Rastetter
Sr. Legal Counsel



Dave Cummings
Chief Information Officer

Technology Services

June 27, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # DOR-189-19
with the Oregon Department of Revenue for
Digital GIS Tax Lot Conversion

Purpose/Outcomes	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
Dollar Amount and Fiscal Impact	This semi-annual IGA Contract is \$42,250 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
Funding Source	State of Oregon, Department of Revenue
Duration	Terminates June 30, 2020
Previous Board Action/Review	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
Strategic Plan Alignment	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2019 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # DOR-189-19 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,

David Cummings
Chief Information Officer

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #DOR-189-19**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County GIS (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. **EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$42,250.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2020** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **July 31, 2020**.

II. **DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

By: _____

Ralph Amador, Chief Financial Officer

Date: _____

COUNTY:

Clackamas County (GIS)

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

June 6, 2019

Eric Bohard, Technical Services Division Manager
Clackamas County Technical Services
121 Library Court
Oregon City, OR 97045

Dear Mr. Bohard

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1340 Taxlots	\$37,520.00
2	10 Control Points	\$5,000.00
Total		\$42,520.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: Clackamas County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Clackamas County GIS		B. Funding Cycle: Spring 2019	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$42,520	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural and urban tax lots will be completed to ORMAP standards for this project period. This grant also would fund 10 control points.			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input checked="" type="checkbox"/>	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input checked="" type="checkbox"/>	Control Points	10 points (see attached map)	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2019			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Tax Lot Conversion (COGO/ Annotate)	1340	\$28	\$37,520
Control	10	\$500	\$5000
County contribution (Detailed below)			\$40,000
Total for project			\$82,520
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 - QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
A. Assessor's Signature & Date:			
F. Fiscal Coordinator - Name & Contact Number:		Eric Bohard 503-723-4814	

G. Project Coordinator – Name & Title:	Eric Bohard, Technical Services Division Manager
E-mail address:	ericboh@clackamas.us
Phone Number:	503-723-4814
Mailing Address:	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

Clackamas County is continuing to undergo a tax lot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications. In order to rectify these tax lots, ground control must be surveyed. This is the last grant request for the GIS tax lot capture portion of ORMAP Goal 6.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The project will cover rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. This project includes control where it is unsatisfactory.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the Spring 2007 contract, the efforts have shifted to rural tax lots. As new urban or rural tax lots are created, they are immediately brought into the digital GIS database to ORMAP standards through our normal tax lot maintenance process and are not part of any ORMAP funding request. Annexations, primarily the City of Happy Valley, are creating a need to convert rural tax lots to urban ORMAP standards. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	113,972
Tax Lots Completed (COGO, rectified, and annotated)	113,972 (100%)

Rural Tax Lots: (\$636,215 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, 3107, 3150, 3374, 3436-15, 3536-16, 3574-16, 3625-17, 3712-18, 3739-18)

Total Rural Tax Lots:	45,649
Tax Lots Completed:	43,062 (94%)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	888
Tax Lot Completed:	635 (72%)

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build

the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical.

5. Describe the project deliverables.

This project will deliver 1340 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards. As new subdivisions are created, typically in the urban areas, those tax lots are mapped to ORMAP urban standards under our maintenance process. This project will also include acquisition of 10 surveyed control points captured by the County Surveyor.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

County staff will be used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards. Control points will be obtained from County staff.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The project's deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

8. Provide a project timeline with milestones or completion dates.

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed under daily maintenance. This project deals only with rural tax lots, of which 94% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in June 2020. Thus far, we have remapped to ORMAP specifications 98.2% of the total. To date, 157,669 tax lots have been captured and annotated in our GIS, leaving approximately 2,840 tax lots comprised of rural and resource level tax lots to complete. Of that number, 1,175 are in progress and near completion leaving 1,665 tax lots to begin. The Fall 2018 grant will complete another 1,500 leaving 1,340 tax lots for this grant

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

9. Does this project have any partnerships? If yes, please identify them.

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

10. Describe any innovations utilized by this project.

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product.

11. Detail Costs (who is paying for what).

Approximately 51% of this project is funded by ORMAP. The remaining will come from County resources. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP

project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

B. Quality Control

1. Who will be responsible for quality control (QC)?

All Quality Control is the responsibility of Clackamas County’s Departments of Assessment and Taxation and Technology Services, GIS Division.

2. Will county cartography staff review the deliverables?

Yes. The cartography staff in the Assessor’s Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

3. Will there be a review by Department of Revenue’s cartography staff?

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

4. Describe QC procedures.

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan. In addition, this project is likely to be the first of three where ground control will be requested.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	160,509	157,669	98.2
Tax Maps	3,382	2,398	71

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

Yes, we anticipate this will be the last grant request for the GIS tax lot capture. Not sure about the tax map portion of the project.

5. Is this project part of a multi-county effort? If so, please explain.

No

6. Will the project cost be affected if it is not fully funding this cycle?

Yes. It will delay our overall completion time.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

2. Identify any data restrictions or licensing issues.

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

We have entered areas of the County that have insufficient survey ground control to map tax lots to rural ORMAP standards. Acquiring this control will be time consuming and expensive. This may affect the progress towards our completion timeframe.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

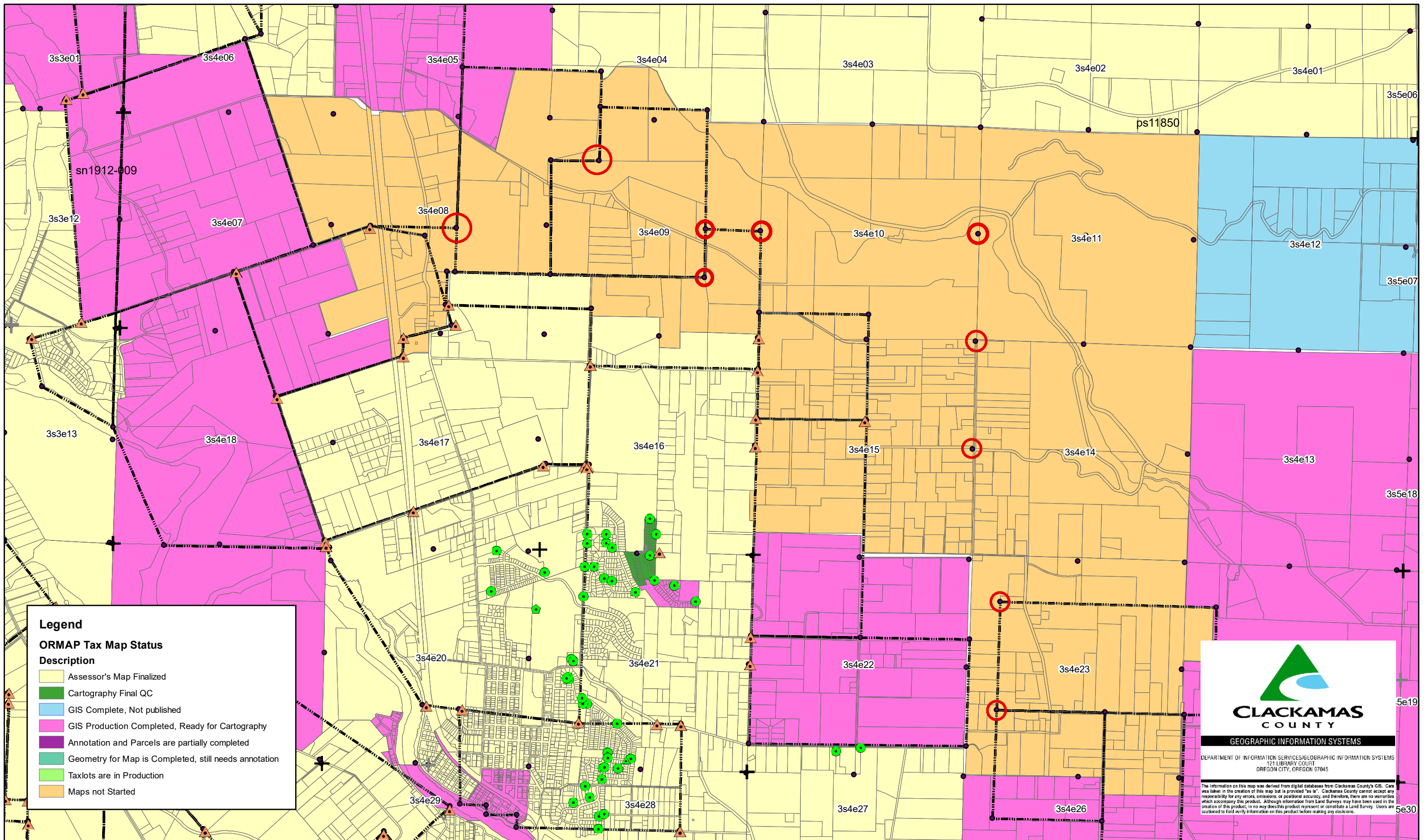
If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 20 day of March, 2019, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: _____

Printed Name: Eric Bohard Title: Technical Services Manager


¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



Legend

ORMAP Tax Map Status

Description	Color
Assessor's Map Finalized	Yellow
Cartography Final QC	Green
GIS Complete, Not published	Light Blue
GIS Production Completed, Ready for Cartography	Pink
Annotation and Parcels are partially completed	Purple
Geometry for Map is Completed, still needs annotation	Teal
Taxlots are in Production	Light Green
Maps not Started	Orange

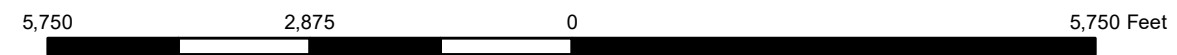


CLACKAMAS COUNTY
GEOGRAPHIC INFORMATION SYSTEMS

DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS
121 LIBRARY COURT
OREGON CITY, OREGON 97045

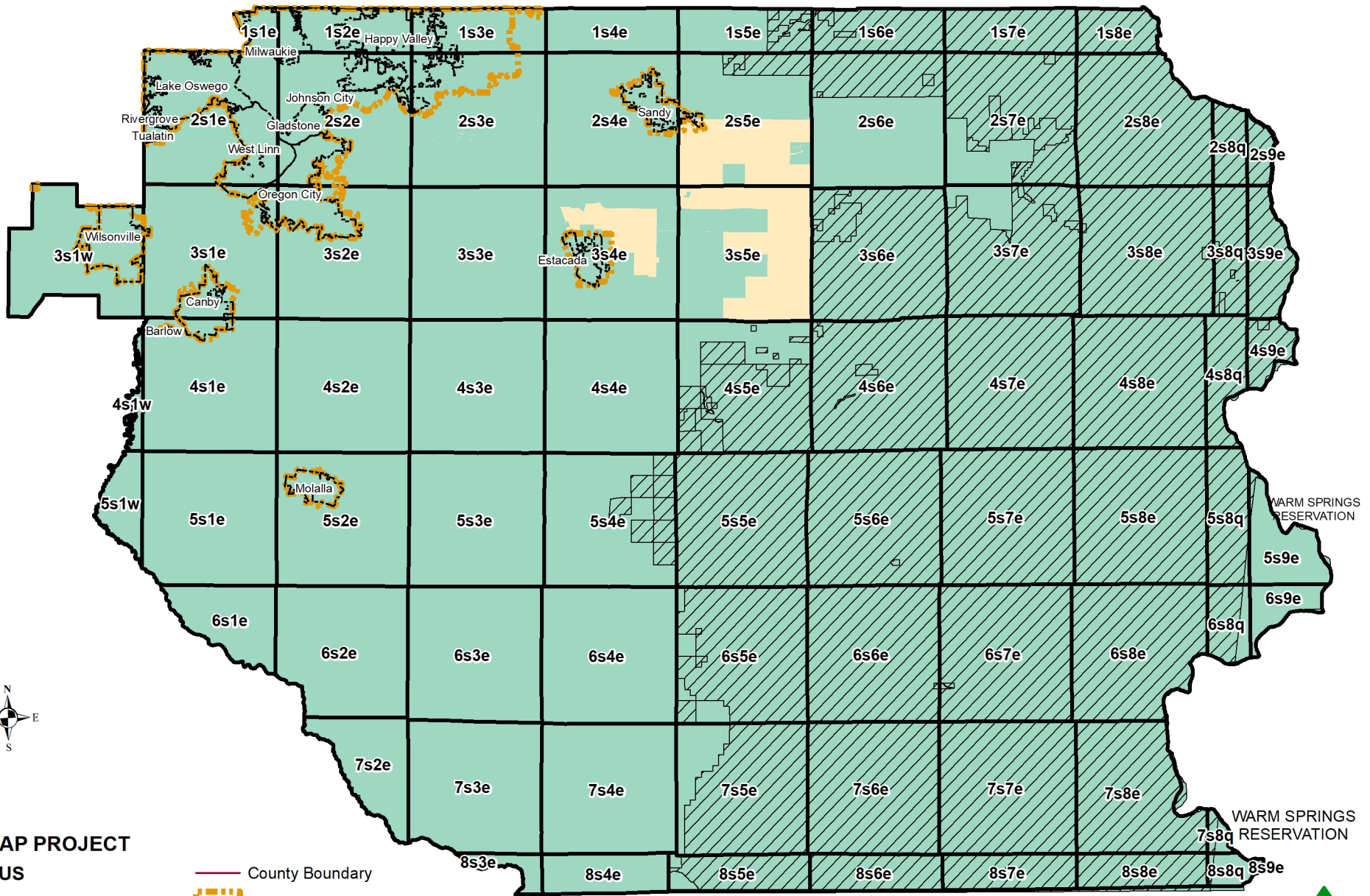
The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

This Map is for ORMAP Project Planning.



ATTACHMENT 1

ORMAP PROJECT STATUS MARCH 2018



ORMAP PROJECT STATUS

- Completed or In Progress
- Not Started
- County Boundary
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands

