



AGENDA

Thursday, September 6, 2012 - 10:00 AM Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-87

I. CALL TO ORDER

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

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will proceed for ½ hour. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. READING AND ADOPTION OF PREVIOUSLY HEARD ZDO ORDINANCE

(No public testimony on this item- Previously approved at the June 20, 2012 Land Use Hearing)

- 1
1. ZDO-230, an Ordinance Amending Figure X-SV-5 of the Clackamas County Comprehensive Plan and Section 1600 of the Clackamas County Zoning and Development Ordinance (Rhett Tatum, County Counsel)

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

- 2
1. Board Order No. ____ Considering the Formation of an ORS 371 Road Service District in the Government Camp Area for the Provision of Road Services (Chris Storey, County Counsel)

SERVICE DISTRICT NO. 5 (STREET LIGHTING) *(for the next 7 Public Hearings)*

- 3
2. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 16-10, Taco Bell Restaurant (Wendi Coryell, Engineering Department)

- 4
3. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 17-11, Jack In The Box Restaurant (Wendi Coryell, Engineering Department)

- 5
4. Board Order No. ____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 01-12, J & D Refrigeration Building (Wendi Coryell, Engineering Department)

- 6 5. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 02-12, Valley View Church (Wendi Coryell, Engineering Department)
- 7 6. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 08-12, PGE Readiness Center Building (Wendi Coryell, Engineering Department)
- 8 7. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 13-12, Retail Center (Wendi Coryell, Engineering Department)
- 9 8. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5 (Street Lighting), Assessment Area 6-12, Briggs Street Church (Wendi Coryell, Engineering Department)

V. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 10 1. Resolution No. _____ Approval of the Execution of a Purchase and Sale Agreement and Development Agreement between Hidden Falls Development, LLC and North Clackamas Parks and Recreation District (Gary Barth, Michelle Healy)

VI. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

- 11 1. Approval of an Amendment to the Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services - cs

B. Department of Transportation & Development

- 12 1. Approval of Supplemental Project Agreement No. 28,737 with Oregon Department of Transportation for 2012 Emergency Relief Program Project Funding for S. Wilhoit Road at Rock Creek MP 2.23
- 13 2. Board Order No. _____ Acknowledging Acceptance of a Permanent Right-of-Way Easement for Road Purposes and Simultaneous Vacation of a Portion of S. Ramsby Road (County Road No. 489)
- 14 3. Board Order No. _____ Vacating the Plat of Partition Plat No. 1993-162
- 15 4. Approval of Amendment No. 1 to the Intergovernmental Agreement with Metro for Transportation Modeling/Forecasting Services (Metro Contract No. 930985)
- 16 5. Execution of an Intergovernmental Agreement for the Transfer of the Road Authority for a Portion of Kenny Street to the City of Lake Oswego

C. Finance Department

- 17 1. Board Order No. _____ Creating a Petty Cash Account for the Clackamas County Community Health Sandy Health & Wellness Center
- 18 2. Board Order No. _____ Creating a Change Fund Account for the Clackamas County Community Health Sandy Health & Wellness Center
- 19 3. Approval to Purchase a new 2012-924H Caterpillar Wheel Loader from Peterson Machinery Co. for the Department of Transportation and Development

D. Elected Officials

- 20 1. Approval of Previous Business Meeting Minutes – BCC

E. Department of Emergency Management

- 21 1. Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR to Purchase and Install a Flood Warning System for the Upper Sandy River Basin

F. Business & Community Services

- 22 1. Authorizing the Director of Business and Community Services to Sign a Memorandum of Understanding with the Hoodland Women's Club, Inc. Regarding a New Community Center

VII. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 23 1. Approval of the Patrol and Enforcement Intergovernmental Agreement with the City of Happy Valley and Metro for Park Properties Located within the City of Happy Valley

VIII. WATER ENVIRONMENT SERVICES

- 24 1. Approval of Change Order No. 1 to the Construction Services Agreement for Clackamas County Service District No. 1 Intertie 2 Diversion project B – 20 and 30 Inch Force Mains
- 25 2. Approval of Change Order No. 1 to the Construction Contract Services Agreement for Clackamas County Service District No. 1 Intertie Diversion Project A – Pump Station, Diversion Structure, Diversion Pipeline Project

CITIZEN COMMUNICATION -continued if needed

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

ORDINANCE NO. ZDO-239

An Ordinance amending FIGURE X-SV-5 of the Clackamas County Comprehensive Pan and Section 1600 of the Clackamas County Zoning and Development Ordinance

WHEREAS, the Planning Director initiated an amendment to FIGURE X-SV-5 of the Comprehensive Plan and Section 1600 of the Zoning and Development Ordinance to allow for wider travel lanes on local streets in the Sunnyside Village, in response to policy changes regarding fire apparatus access by Clackamas Fire District #1; and

WHEREAS, an on-going process of amendments to the Comprehensive Plan and Zoning and Development Ordinance is necessary to respond to changes in outside agency policies and public input; and

WHEREAS, it is a policy of the Board of County Commissioners to provide excellent public service to citizens and the development community, streamline permitting processes, encourage sound land use and development and improve the Comprehensive Plan and Zoning and Development Ordinance as necessary; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan, the Statewide Planning Goals and Guidelines and the Metro Urban Growth Management Functional Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of ZDO-239 on May 21, 2012; and

WHEREAS, the Board of County Commissioners held a public hearing on June 20, 2012; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: FIGURE X-SV-5 of the Clackamas County Comprehensive Plan is hereby amended as shown in Exhibit A hereto.

Section 2: Section 1600 of the Clackamas County Zoning and Development Ordinance is hereby amended as shown in Exhibit B hereto.

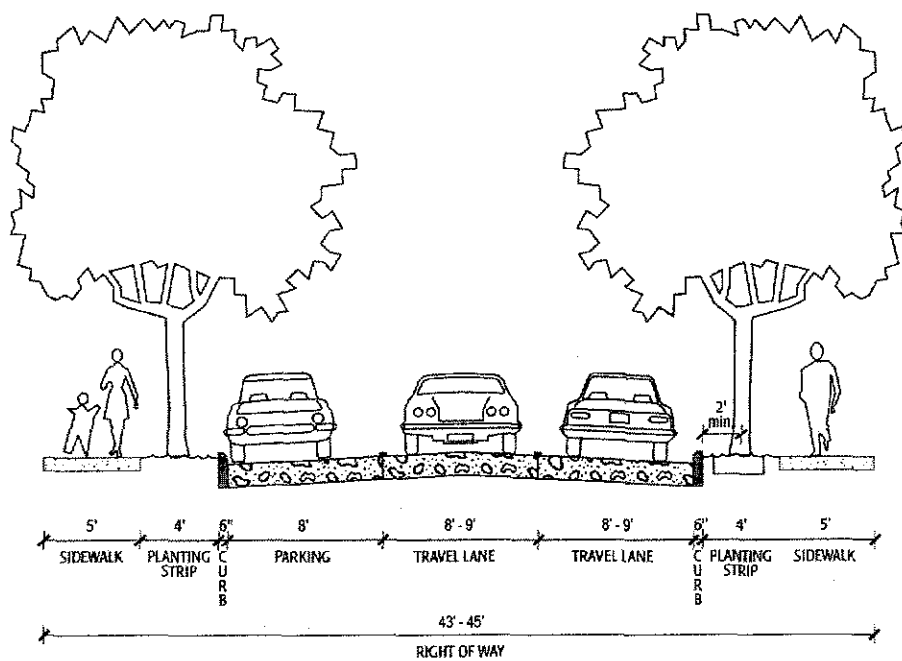
Section 3: This ordinance shall be effective on September 10, 2012.

ADOPTED this 6th day of September, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Sunnyside Village Plan
Local Street With Planting Strips

CLACKAMAS COUNTY
 COMPREHENSIVE PLAN

FIGURE X-SV-5

Ordinance ZDO-239

Zoning and Development Ordinance Amendments

Text to be added is underlined. Text to be deleted is ~~struck through~~.

SECTION 1600

SUNNYSIDE VILLAGE

1600 VILLAGE GENERAL PROVISIONS

- A. Purpose: This section implements the policies of the Sunnyside Village Plan providing for a mixture of single family, townhouse, and multifamily residential as well as retail/office, commercial and business park uses. These uses are located in areas where suitable services and facilities are currently provided or can be provided as development occurs. In addition, this plan area allows for pedestrian friendly development with good connections via the sidewalks, trails and street system from residential areas to parks, open spaces, commercial and office uses.
- B. Area of Application: The Sunnyside Village Plan is applied within the area located generally east of I-205 along the south side of Sunnyside Road between 142nd and 152nd Avenues, including portions of land west of 142nd and east of 152nd, in addition to a section north of the intersection of 142nd and Sunnyside Road. The Sunnyside Village Plan is illustrated on Comprehensive Plan Map X-SV-1, *Sunnyside Village Plan, Land Use Plan Map*.

1600.01 ACCESSWAYS

A system of interconnecting accessways shall be provided from subdivisions and multifamily developments to commercial facilities and public amenities such as existing or planned transit stop or facility, school, park, church, daycare facility, children's play area, outdoor activity areas, plazas, library, or similar facility and to a dead-end street, loop, or mid-block where the block is longer than 600 feet.

- A. The accessway shall include at least 15 feet of right-of-way and a 10-foot wide paved surface.
- B. Accessways shall be illuminated so that they may be safely used at night.
- C. The maximum height of a fence along such a facility shall not exceed four feet.

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- D. Bollards or other similar types of treatment may be required in order to prevent cars from entering the accessway.
- E. The designated East-West pedestrian accessway shall include a minimum 10-foot-wide concrete surface within a 10-foot-wide right-of-way, easement, or other legal form satisfactory to the County. Planting areas adjacent to the easement with street trees should be provided along at least one side of this accessway. However, alternatives to this standard may be considered through design review pursuant to Section 1102. If the accessway is within a parking area, it shall be lined by parking lot trees planted at a maximum of 30 feet on center along both sides.

[Amended by Ord. ZDO-224, 5/31/11]

1600.02 ONSITE WALKWAYS FOR COMMERCIAL, MULTIFAMILY (4 OR MORE UNITS), INSTITUTIONAL AND OFFICE DEVELOPMENT.

[Repealed by Ord. ZDO-224, 5/31/11]

1600.02 STREETS AND SIDEWALKS

- A. The following streets are unique to the Sunnyside Village Plan area, in addition to the arterial and collector streets. (Comprehensive Plan Map X-SV-3, Street Classifications).
 - 1. Connector streets with bike lanes shall include two 10-foot-wide travel lanes, two six-inch-wide standard curbs, two seven-foot-wide parking strips, two four- to five-foot-wide planting strips, two four-foot-wide bike lanes, and two five-foot-wide sidewalks. The minimum right-of-way width shall be 61 to 63 feet, depending on the planting strip width. If commercial/retail are adjacent to the site, then nine-foot-wide sidewalks are required. (See Comprehensive Plan Figure X-SV-1.)
 - 2. Connector streets without bike lanes shall include two 10-foot-wide travel lanes, two six-inch-wide standard curbs, two seven-foot-wide parking strips, two four- to five-foot-wide planting strips, and two five-foot-wide sidewalks. The minimum right-of-way width shall be 53 to 55 feet, depending on the planting strip width. If commercial/retail is adjacent to the site, then nine-foot-wide sidewalks are required. (See Comprehensive Plan Figure X-SV-2.)
 - 3. Local streets shall include two eight-to-nine-foot-wide travel lanes, two six-inch-wide standard curbs, one eight-foot-wide parking strip, two five-foot-wide sidewalks, and two four-foot-wide tree planting strips. The ~~minimum~~ right-of-way width shall be 43 to 45 feet. (See Comprehensive Plan Figure X-SV-5.)

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Cul-de-sacs are permitted only when topographic conditions or existing street patterns preclude extension of streets. The maximum radius shall be 40 feet.

4. All streets adjacent to Resource Protection Areas shall have at least one five-foot-wide sidewalk along one side of the street. If there are no significant trees (at least eight inches in diameter) along the Resource Protection Area adjacent to the street, then a minimum four-foot-wide planting strip is required along both sides of the street. If it is determined that a unique view is to be preserved, then the Planning Director will determine if street trees are required.
5. New street connections and private access driveways should be located along arterial and collector roadways within Sunnyside Village to provide safe and efficient traffic operations. New street connections along arterial streets are shown on Comprehensive Plan Map X-SV-3. New street connections to collector roadways shall be a minimum of 150 feet apart, measured road centerline to centerline.

New individual driveway connections shall not be permitted along arterial and collector roadways. The removal and/or consolidation of existing private driveways on arterial and collector streets should be investigated as redevelopment of properties occurs.

At existing or future major street intersections (existing or proposed traffic signals), no new driveways or street connections shall be allowed within the influence area of the intersection. The influence area is defined as the distance that vehicles will queue from the signalized intersection. The influence area shall be based upon traffic volumes summarized in the Sunnyside Area Master Plan (November 1994) or based upon information acceptable to the County Engineering Division. This influence area shall include an additional 100 feet beyond the queue length for back-to-back left turns.

The preferred minimum intersection spacing on minor arterials is 500 feet, measured road centerline to centerline. Major arterial intersection spacing is preferred to be between 600 feet and 1,000 feet, measured road centerline to centerline.

6. The interior angles at intersection roadways shall be as near to 90 degrees as possible, and in no case shall it be less than 80 degrees or greater than 100 degrees. Minimum centerline radius for local roadways shall be 100 feet unless the alternative horizontal curve illustrated on Comprehensive Plan Figure X-SV-9 is used. ()
7. Alleys shall be private streets with rights-of-way of 16 feet. (See Comprehensive Plan Figure X-SV-6.) ()

8. A traffic circle will mark the heart of the Sunnyside/Rock Creek Neighborhood and will provide suitable geometrics for the five radial streets that converge at this point. Travel on the circle shall occur in one direction. This shall be facilitated by traffic diverters that guide vehicles but still allow comfortable pedestrian movement. The raised diverters should consist of low raised curbs and/or special paving. The travel lane within the circle should allow for easy merging.

Special paving shall demark crosswalks. Bike lanes shall be clearly marked and shall occur at the edge of the travel lane and define the inner boundary of the crosswalks and bus loading areas. The bus loading areas shall be located adjacent to the Village Retail area. On the other side of the circle, this added dimension shall be used for planting strips with street trees, adjacent to nine-foot-wide sidewalks.

The center island shall have a radius of at least 30 feet and shall be landscaped. A vertical feature or monument identifying the entrance to the Sunnyside Village area should mark the center of the circle and shall be framed by blossoming trees.

9. Intersection dimensions should be minimized to reduce pedestrian crossing-distances and slow vehicles. Curb radiuses should not exceed 25 feet at corners.
10. For properties with frontage along SE 152nd Drive, adjacent to the proposed realignment of SE 152nd Drive, the applicant's share of costs associated with the realignment of 152nd Drive shall be limited to the dedication of required on-site right-of-way for the realignment of SE 152nd Drive as a collector street, and the guarantee of financing for the required on-site improvements, to collector-street standards, according to the requirements of the County Engineering Division.
 - B. Planting strips which include street trees are part of the street cross sections. See Subsection 1007.08 for details.
 - C. Sidewalks within Sunnyside Village shall have a minimum unobstructed width of five feet. No street lights, mailboxes, fire hydrants, etc. are allowed within the sidewalk.

[Renumbered and amended by Ord. ZDO-224, 5/31/11]

1600.03 TRAILS AND PEDESTRIAN CONNECTIONS

An interconnecting system of trails and accessways throughout the Sunnyside Village Plan area shall be provided. The general trail locations are shown on Comprehensive Plan Map X-SV-1. The location of the trails shall be set at the time a land use application is approved. The locations of the trails are based on achieving

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connections to streets and/or pedestrian ways and protection of the significant features of the Resource Protection areas.

The trail system will generally occur along the creeks and resource protection areas. The accessways and/or trail system will provide connections to parks, the elementary school and to adjacent commercial and residential developments.

There shall also be an east-west accessway between 142nd and 152nd, south of Sunnyside Road and above the connector street located north of the neighborhood green and community service area.

The trail system shall be designed to provide multiple access points for the public. The trails shall be constructed by the developer.

All trails and accessways within the resource protection areas shall either be dedicated or an easement granted to the North Clackamas Parks District in conjunction with development. These connections shall be maintained by and constructed to the standards established by the North Clackamas Parks District.

The maintenance of all pedestrian connections and trails located outside the resource protection areas as identified on Comprehensive Plan Map X-SV-1 shall be the responsibility of the property owner(s).

[Renumbered and amended by Ord. ZDO-224, 5/31/11]

1600.04 STREET TREES

[Moved to Section 1007 and amended by Ord. ZDO-224, 5/31/11]

1600.04 SIGNS

Freestanding signs shall be constructed of brick, masonry, wood, or other materials that are compatible with the development.

[Renumbered and amended by Ord. ZDO-224, 5/31/11]

1600.05 BICYCLE PARKING

[Repealed by Ord. ZDO-224, 5/31/11]

1600.05 EXEMPTIONS

- A. The requirements of Subsection 1603.09 do not apply to new homes developed in subdivisions which have received final plat approval prior to August 26, 1993, if there are homes developed or under construction on existing lots within the subdivision.

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- B. New homes developed within subdivisions which have received preliminary plat approval within the VR 4/5 District shall meet the standards of Subsections 1603.06(I)(1) and 1603.06(J)(1).

[Renumbered and amended by Ord. ZDO-224, 5/31/11]

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1600.06 INTERSECTION SIGHT DISTANCE REQUIREMENTS

[Repealed by Ord. ZDO-224, 5/31/11]

1600.09 STREET LIGHTS ARE REQUIRED PURSUANT TO SUBSECTION 1006.

[Repealed by Ord. ZDO-224, 5/31/11]

1600.10 REVIEW PERIOD

[Repealed by Ord. ZDO-224, 5/31/11]



2

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

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Assistants

September 6, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**A Public Hearing Considering the Formation of an
ORS 371 Road Service District for the
provision of Road Services**

On June 10th, 2012 the County received a petition from certain landowners in the Government Camp area to form an Oregon Revised Statutes ("ORS") 371 Road District, which could levy and collect taxes to be used for the sole purpose of supporting road infrastructure within the boundaries of that district. The Board of County Commissioners ("Board") as the boundary authority of Clackamas County is required to hold hearings on the matter within a certain period of time, and this hearing meets that requirement. ORS 198 sets forth the process for the hearing and the issues that may be considered. They require that the Board:

1. Consider the factors articulated in ORS 199.462, namely consideration of:
 - a. Local comprehensive planning;
 - b. Economic, demographic and sociological trends and projections pertinent to the applicable area;
 - c. Past and prospective physical development of land that could be impacted; and
 - d. Statewide land use goals adopted pursuant to ORS 197.225.
2. Consider the boundaries and include or exclude lands that, in the Board's judgment, would benefit or not benefit, respectively, from inclusion in the proposed district.

On July 26, 2012 the Board issued order 2012-74 requiring public hearings on the question of initiating formation of a road district to provide dedicated funding to the Government Camp area (the "Proposed District"). The first hearing was held August 9, 2012 and the Board preliminarily approved formation of the Proposed District and adopted findings pursuant to ORS 198.


Under applicable law, the earliest date that the second hearing could be held was August 30, 2012, but due to scheduling issues the hearing is being held today. Subsequent to the August 9th meeting, County Counsel's office received an opinion from the Oregon Secretary of State that election materials for the November election must be submitted on or before August 20th. This change arises from a wording change in the applicable election statute adopted in the last legislative session that implies more time required than the stated 61 days prior to the election, which would be September 6th. Therefore despite our best efforts this matter will be held over for election in May 2013. DTD staff has already notified the petitioners.

Given the proposed timing change, staff is recommending that the Board authorize an election for directors in May 2013 simultaneously with formation. The proposed order of election, attached, poses the question of formation and calls for an election of directors to take office only if the formation question passes successfully. Only residents within the boundaries of the Proposed District will vote on the question.

RECOMMENDATION

The staff respectfully recommends that the Board order an election on May 21, 2013 on the formation of an ORS 371 Road District named the Government Camp Road District to address transportation issues in the Government Camp area.

Sincerely,


Chris Storey
Assistant County Counsel

For information on this issue or copies of attachments,
please contact Chris Storey at 503-742-4623

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

In the Matter of Calling
An Election on the Formation Of the
Government Camp Road District



ORDER NO. 2012-_____

This matter coming before the Board at this time, and it appearing that by Order No. 2012-74 dated July 26, 2012, this Board initiated the formation of an independent road district under ORS Chapter 371 for road services to be known as the "Government Camp Road District" (the "Proposed District") with the boundaries legally described on Exhibit A and shown on the map attached hereto on Exhibit B; and

It further appearing that this Board approved formation of the Proposed District pursuant to Board Order 2012-76 on August 9, 2012; and

It further appearing that this matter came before the Board for a second public hearing on September 6, 2012 and that additional public testimony was received;

NOW, THEREFORE, IT IS HEREBY ORDERED that an election be held within the boundaries of the Proposed District on May 21, 2013.

It is further RESOLVED AND ORDERED that the County submit a ballot title and related explanatory statement describing the proposed formation question for inclusion in the Clackamas County voters pamphlet for the May 21, 2013 election.

It is further RESOLVED AND ORDERED that the County shall give notice of the election as required by Oregon law, and shall take any other actions which are required to place this formation question on the May 21, 2013 election ballot.

It is further RESOLVED AND ORDERED that the Proposed District have an independently elected board consisting of three (3) commissioners, to be elected at the May 21, 2013 election pursuant to ORS 371.323.

DATED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT "A"

BOUNDARY DESCRIPTION FOR PROPOSED ROAD DISTRICT IN GOVERNMENT CAMP

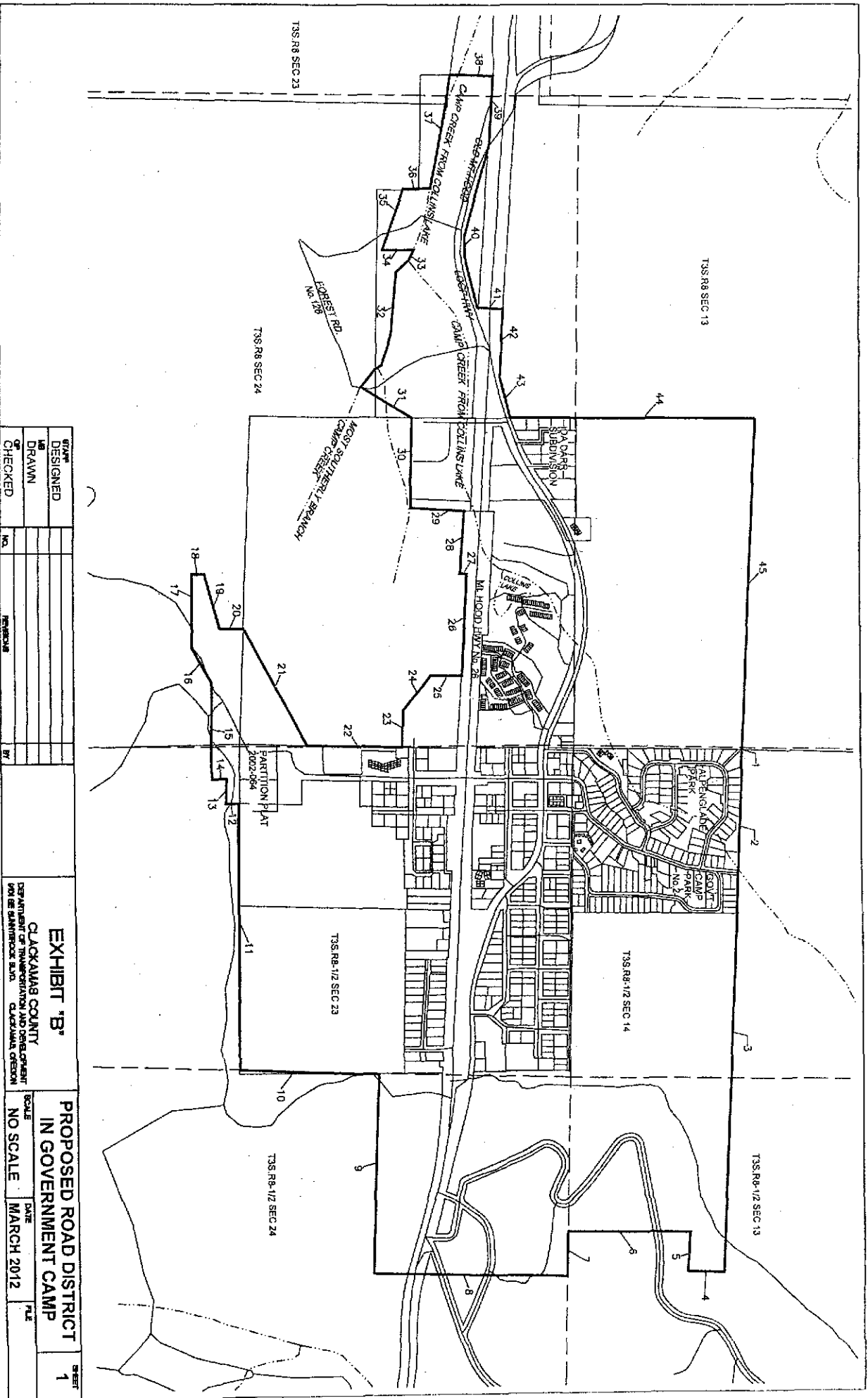
A tract of land, as shown on attached exhibit "B", located in Sections 13, 23 and 24, Township 3 South, Range 8 East and Sections 13, 14, 23 and 24, Township 3 South, Range 8 1/2 East, of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

1. Beginning at the northwest corner of the plat of "ALPENGLADE PARK" (Plat No. 2371), Survey Records of Clackamas County;
2. thence East, along the north line of said "ALPENGLADE PARK" and the north line of the plat of "GOVERNMENT CAMP PARK No. 2" (Plat No. 616), Survey Records of Clackamas County, a distance of 1,301.24 feet, more or less, to the northeast corner of said plat of "GOVERNMENT CAMP PARK No. 2;
3. thence continuing East a distance of 3,320 feet to a point;
4. thence South a distance of 200 feet to a point;
5. thence West a distance of 300 feet to a point;
6. thence South a distance of 1,120 feet, more or less, to a point on the north line of Section 24, Township 3 South, Range 8 1/2 East, W.M.;
7. thence East, along the north line of said Section 24, Township 3 South, Range 8 1/2 East, a distance of 300 feet to a point;
8. thence South a distance of 1,520 feet, more or less, feet to a point that is 300 feet south of the north line of the south 1/2 of the northwest 1/4 of said Section 24, Township 3 South, Range 8 1/2 east;
9. thence West, parallel with the north line of the south 1/2 of the northwest 1/4 of said Section 24, Township 3 South, Range 8 1/2 East, a distance of 2,000 feet, more or less, to the east line of that certain tract of land (Assessor's map 3 81/2E 23AD, TL 100) conveyed to STILL CREEK DEVELOPMENT CO., by the deed recorded as instrument No. 93-89796, Deed Records of Clackamas County;
10. thence Southerly, along the east line of said STILL CREEK DEVELOPMENT CO. tract, a distance of 1,020 feet, more or less, to the southeast corner thereof;
11. thence Westerly, along the south line of said STILL CREEK DEVELOPMENT CO. tract and the south line of that certain tract of land (Assessor's map 3 81/2E 23AC, TL 100) conveyed to Michael E. Menashe, by the deed recorded as instrument No. 2001-04825, Deed Records of Clackamas County, a distance of 2,160 feet, more or less, to the southeast corner of Parcel 2, Partition Plat No. 2002-64, Survey Records of Clackamas County;
12. thence South a distance of 130 feet to a point;
13. thence West a distance of 200 feet to a point;
14. thence South a distance of 150 feet to a point;
15. thence West a distance of 880 feet to a point;
16. thence South 50° West a distance 350 feet to a point;
17. thence West a distance of 350 feet to a point;

18. thence North a distance of 100 feet to a point;
19. thence North 59° East, a distance of 300 feet, more or less, to a point that is south (measured along a line that is parallel with the east line of the southeast 1/4 of Section 24, Township 3 South, Range 8 East, W.M.) of the most westerly corner of that certain tract of land (Assessor's map 3 8E 24A, TL 401) conveyed to H. SKI CORP., an Oregon corporation, referred to as PARCEL II in the deed recorded as instrument No. 87-54912, Deed Records of Clackamas County;
20. thence North, parallel with the east line of the southeast 1/4 of Section 24, Township 3 South, Range 8 East, W.M., a distance of 250 feet, more or less, to the most westerly corner of said H. SKI CORP. tract;
21. thence North 61°42'15" East, along the northwesterly line of said H. SKI CORP. tract and also along the southeasterly line of that certain tract of land (Assessor's map 3 8E 24A, TL 403) conveyed to SUNRIVER ENVIRONMENTAL, L.L.C., an Oregon limited liability company, by the deed recorded as instrument No. 2000-03576, Deed Records of Clackamas County, a distance of 1092.09 feet, more or less, to a point on the east line of said Section 24, Township 3 South, Range 8 East, and the most easterly southeast corner of said SUNRIVER ENVIRONMENTAL, L.L.C. tract;
22. thence North 01°15'54" East, along the east line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 773.56 feet to the most easterly northeast corner thereof;
23. thence North 88°44'06" West, along the northerly line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 300.00 feet to a Brass Cap;
24. thence North 52°17'40" West, continuing along the northerly line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 369.15 feet to a Brass Cap;
25. thence North 01°15'54" East, along the most northerly east line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 246.98 feet to a Brass Cap on the south right-of-way line of Mt. Hood Highway No. 26;
26. thence North 86°30'00" West, along the northerly line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract and said south right-of-way line of Mt. Hood Highway No. 26, a distance of 833.13 feet to a point;
27. thence South 03°30'00" West, continuing along the northerly line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract and said south right-of-way line of Mt. Hood Highway No. 26, a distance of 55.32 feet to a point;
28. thence North 86°30'00" West, continuing along the northerly line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract and said south right-of-way line of Mt. Hood Highway No. 26, a distance of 500.00 feet to a Brass Cap at the most northerly northwest corner of said SUNRIVER ENVIRONMENTAL, L.L.C. tract;
29. thence South 00°34'10" West, along the most northerly west line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 430.95 feet to a Brass Cap;
30. thence North 88°33'15" West, along the most westerly north line of said SUNRIVER ENVIRONMENTAL, L.L.C. tract, a distance of 742.63 feet to the most westerly northwest corner thereof;
31. thence Southwesterly a distance of 540 feet, more or less, to a point at the intersection of the centerline of Forest Service Road No. 126 and the most southerly branch of Camp Creek;
32. thence Westerly, along the thread of said southerly branch of Camp Creek, a distance of 1,000 feet, more or less, to a fork in said Creek where said southerly branch intersects the branch of Camp Creek feeding from Collins Lake;
33. thence continuing Westerly, along the thread of said Camp Creek feeding from Collins Lake, 100 feet to a point;

34. thence, leaving said Camp Creek feeding from Collins Lake, South a distance of 200 feet to a point;
35. thence Westerly, parallel to said Camp Creek feeding from Collins Lake, a distance of 500 feet to a point;
36. thence North a distance of 200 feet to a point in said Camp Creek feeding from Collins Lake;
37. thence Westerly, along the thread of said Camp Creek feeding from Collins Lake, a distance of 850 feet to a point;
38. thence North a distance of 450 feet, more or less, to a point on the south right-of-way line of Mt. Hood Highway No. 26;
39. thence Easterly, along the south right-of-way line of said Mt. Hood Highway No. 26, a distance of 450 feet, more or less, to a point at the intersection of said south right-of-way line of said Mt. Hood Highway No. 26 and the northerly right-of-way line of Old Mt. Hood Loop Highway;
40. thence Easterly, along said northerly right-of-way line of Old Mt. Hood Loop Highway, a distance of 1,550 feet, more or less, to a point at the intersection of said northerly right-of-way line of Old Mt. Hood Loop Highway and said south right-of-way line of said Mt. Hood Highway No. 26;
41. thence North a distance of 150 feet, more or less, to a point on the north right-of-way line of Mt. Hood Highway No. 26;
42. thence Easterly, along the north right-of-way line of Mt. Hood Highway No. 26, a distance of 420 feet, more or less, to a point at the intersection of said north right-of-way line of Mt. Hood Highway No. 26 and said northerly right-of-way line of Old Mt. Hood Loop Highway;
43. thence Northeasterly, along said northerly right-of-way line of Old Mt. Hood Loop Highway, a distance of 350 feet, more or less, to a point on the west line of the Plat of "IDA DARR SUBDIVISION" (Plat No. 677), Survey Records of Clackamas County;
44. thence Northerly, along the west line of said Plat of "IDA DARR SUBDIVISION" and the northerly extension thereof, a distance of 1,900 feet, more or less, to a point at the intersection of the northerly extension of the west line of said Plat of "IDA DARR SUBDIVISION" and the westerly extension of the north line of the plat of "ALPENGLADE PARK" (Plat No. 2371), Survey Records of Clackamas County;
45. thence Easterly, along the westerly extension of the north line of said plat of "ALPENGLADE PARK", a distance of 2,700 feet, more or less, to the Point of Beginning.

Containing 560 Acres, more or less.



DATE	
DESIGNED	
DRAWN	
CHECKED	

NO.	
REVISION	
BY	

EXHIBIT 'B'
CLACKAMAS COUNTY
 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 601 SE SUNNIBROOK BLVD. CLACKAMAS, OREGON

**PROPOSED ROAD DISTRICT
 IN GOVERNMENT CAMP**

SCALE: NO SCALE
 DATE: MARCH 2012
 SHEET: 1



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 16-10, Taco Bell Restaurant

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting are not received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendi Coryell".

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

COPY

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

In the Matter of the Formation
of an Assessment Area 16-10
(Taco Bell Restaurant) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 16-10, Taco Bell Restaurant, 16000 SE Sunnyside Road, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 16-10, Taco Bell Restaurant, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 16-10
(Taco Bell Restaurant) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #16-10 All lots in the Taco Bell Restaurant development, 22E01D00400; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 17-11, Jack in the Box Restaurant

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting are not received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

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

In the Matter of the Formation
of an Assessment Area 17-11
(Jack in the Box Restaurant) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 17-11, Jack in the Box Restaurant, 14667 SE Sunnyside Road, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 17-11, Jack in the Box Restaurant, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 17-11
(Jack in the Box Restaurant) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #17-11 All lots in the Jack in the Box Restaurant development, 22E01BC04007; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 01-12, J & D Refrigeration Building

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting are not received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

Copy

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

In the Matter of the Formation
of an Assessment Area 01-12
(J & D Refrigeration Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 01-12, J & D Refrigeration Building, 12400 SE Carpenter Drive, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 01-12, J & D Refrigeration Building, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 01-12
(J & D Refrigeration Building) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #01-12 All lots in the J & D Refrigeration Building development, 22E14B03500, 3600 22E15A00302, 00400, 00600; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 02-12, Valley View Church

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting are not received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

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

In the Matter of the Formation
of an Assessment Area 02-12
(Valley View Church) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 02-12, Valley View Church, 11501 SE Sunnyside Road, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 02-12, Valley View Church, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 02-12
(Valley View Church) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #02-12 All lots in the Valley View Church development, 12E34D 01600; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 08-12, PGE Readiness Center Building

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting are not received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendi Coryell".

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

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

In the Matter of the Formation
of an Assessment Area 08-12
(PGE Readiness Center) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 08-12, PGE Readiness Center, 16782 SE 130th Avenue, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 08-12, PGE, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 08-12
(PGE Readiness Center) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #08-12 All lots in the PGE Readiness Center development, 22E11D01302; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 13-12, Retail Center

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not received by the end of the public hearing*, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendi Coryell".

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

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

In the Matter of the Formation
of an Assessment Area 13-12
(Retail Center) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 13-12, Existing Retail Center, 9205 SE Clackamas Road, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 13-12, Existing Retail Center, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 13-12
(Retail Center) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #13-12 All lots in the Retail Center development, 22E09BD05800;
and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 16-12, Briggs Street Church**

This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for September 6, 2012, to hear objections to the above street lighting district. The requirement for stopping the project is the receipt of objections from more than 50% of the property owners.

The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$46.80 per tax lot per year. Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendi Coryell".

Wendi Coryell, CCSD No. 5 Assistant Program Manager

For information on this issue or copies of attachments please contact Wendi Coryell at (503) 742-4657.

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

In the Matter of the Formation
of an Assessment Area 16-12
(Briggs Street Church) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 16-12, Briggs Street Church, 13980 SE Briggs Street, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 16-12, Briggs Street Church, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule: \$46.80 per/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 6th day of September, 2012, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 16-12
(Briggs Street Church) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #16-12 All lots in the Briggs Street Church development, 21E01DC01190; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

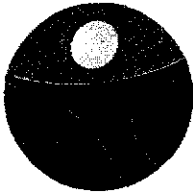
IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 6th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Mary Raethke, Recording Secretary



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

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September 6, 2012

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

Members of the Board:

**Approval of a Resolution for the Execution of a Purchase and Sale Agreement and
Development Agreement between Hidden Falls Development, LLC and North
Clackamas Parks and Recreation District**

On July 17, 2012 the Clackamas County Board of Commissioners discussed in executive session the purchase of Sunnyside Village Park #5 property by North Clackamas Parks and Recreation District (NCPRD) from Hidden Falls Development, LLC (Developer) for the purpose of acquiring the final park in the Sunnyside Village community. The Board directed staff to proceed with final negotiations and bring back an agreement for consideration at a business meeting. The purchase and sale agreement (PSA) contained on Attachment 1 is consistent with that direction.

The Sunnyside Village (SSV) Plan requires the purchase and development of six parks within the SSV area. These parks are intended for active recreation, to be centrally located to all residents in the community and within walking distance of homes. To date, NCPRD has purchased land and built five of the six parks. Funding for the purchase of the park land comes primarily from the SSV Park Acquisition Fund (Park Fund), which was created to pay for the purchase of the six parks when the SSV Plan was adopted in 1993. Construction of the five prior parks was paid primarily through NCPRD park system development charges.

The Park Fund is considered a special purpose fund and can only be used in the SSV. Currently, the Park Fund has approximately \$330,000 available for the final project. There are no other projects in the community that would meet the restricted purposes of these funds.

NCPRD has been working for a number of years to purchase the Park #5, which is shown on Attachment 2. The County Comprehensive Plan states that minimum park size for the park is 2.2 acres. Previous negotiations to acquire the park were unsuccessful given an asking price for the property of over \$1 million. The Developer acquired the subdivision and development rights, and is interested in moving forward

with the sale of the land and development of Park #5. NCPRD conducted a property appraisal, resulting in a value of \$225,000.

As part of the preliminary negotiations, staff has discussed development of Park #5 and the speed and expense to construct the new park on the site. The Developer expressed willingness to also partner with NCPRD on construction of the park facilities along with the sale. Staff has negotiated a development agreement that would allow for the Developer to build the park. This arrangement supports the sale of homes in the subdivision and allows NCPRD to bring the park online far quicker than its' typical process. The payment for the development is laid out in the draft development agreement attached hereto as Attachment 3.

Staff has held a community meeting to gather input on the desired amenities and develop a concept plan for Park #5, which is included as Attachment 4. The community is supportive and excited to see this much-needed and long-promised park completed.

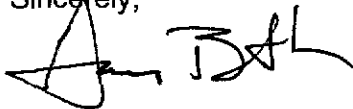
Staff has discussed the purchase and development of Park #5 with the District Advisory Board (DAB). The DAB is supportive of this arrangement and recommends moving forward with the transaction. The purchase and development of this property is included in the 2012-13 NCPRD capital budget. The expected timeline for closing and construction would run several months and cover several ancillary agreements; therefore staff is recommending the BCC authorize the Director of NCPRD, or his designee to act in this matter as set forth on the resolution attached hereto as Attachment 5.

Staff has worked closely with County Counsel on the PSA and the Development Agreement for Park #5. County Counsel's office has reviewed and approved all documents attached herein.

RECOMMENDATIONS

Staff respectfully recommends the Board approve the resolution delegating authority to the Director of NCPRD, or designee, to enter into the PSA, the Development Agreement, and any ancillary agreements or documents with the Developer for the purpose of acquiring Park #5, the construction of the park, and issues related thereto.

Sincerely,



Gary Barth, Director
North Clackamas Parks and Recreation District

For more information on this issue of copies of attachments please contact Michelle Healy at (503) 742-4356 or via email at: michellehea@clackamas.us.

BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON

In the matter of Authorizing
Execution of Purchase and Sale Agreement
and Development Agreement for
Sunnyside Village Park #5



COPY

Order No:
(Page 1 of 1)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") acting as the Board of Directors for the North Clackamas Parks and Recreation District ("NCPRD") at its regularly scheduled meeting on September 6, 2012.

WHEREAS, the Board previously approved the Sunnyside Village Concept Plan ("Plan"), which calls for six parks to be included in this area; and

WHEREAS, NCPRD has negotiated with Hidden Falls Development, LLC ("Developer") for the acquisition of Sunnyside Village Park #5 ("Park") as the last remaining site in the area needed to meet the full objectives of the Plan; and

WHEREAS, the final Park design is complete and construction is planned to begin in the fall 2012;

WHEREAS, the Board desires the acquisition of the Park and construction thereof to proceed expeditiously; and

WHEREAS, to promote efficient government and timely progress on construction of the Park, the Board desires to delegate final signing authority to the Director of NCPRD or his designee.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Director of North Clackamas Parks and Recreation District, or his designee, be and hereby is authorized to finalize negotiations and execute the Purchase and Sale Agreement, Development Agreement, and any and all other agreements or documents necessary to effectuate the timely acquisition and construction of the Park.

Dated this 6th day of September, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS acting as the governing body of the North Clackamas Parks & Recreation District

Chair

Recording Secretary

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Hidden Falls Development, LLC, an Oregon limited liability company (the "Seller"), and North Clackamas Parks and Recreation District ("NCPRD"), a county service district established pursuant to Oregon law.

RECITALS

The Seller is the sole owner of approximately 2.2 acres of real property located in the County of Clackamas, State of Oregon, commonly known as Sunnyside Park #5, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

NCPRD desires to purchase from the Seller, and the Seller desires to sell and convey to NCPRD, all right, title and interest in the Property. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** The Seller agrees to sell and convey to NCPRD, and NCPRD agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The Purchase Price for the Property shall be TWO HUNDRED TWENTY-FIVE THOUSAND 00/100 DOLLARS (\$225,000.00) ("Purchase Price").
3. **Payment of Purchase Price.** The Purchase Price shall be payable as follows:
 - a) **Deposit.** Within ten (10) days after execution of this Agreement, NCPRD shall deposit into escrow the sum of TWENTY-TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$22,500.00) (the "Escrow Deposit") to Chicago Title Company ("Escrow Holder" or "Title Company"). At Closing, the Escrow Deposit, together with interest on it, if any, shall be credited toward payment of the Purchase Price.
 - b) **Cash Balance.** On or before the closing date, NCPRD shall deposit into escrow cash via a wire transfer of funds, a certified check, or a cashier's check for the balance of the Purchase Price.
4. **Closing Date.** This transaction shall close thirty (30) days after recording of the plat, or as soon thereafter as reasonably possible, unless otherwise extended as set forth herein (the "Closing Date" or "Closing").

5. **Conditions Precedent to Closing.**

- a) Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before NCPRD will become obligated to acquire the Property under this Agreement. These conditions are intended solely for NCPRD's benefit and NCPRD shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, NCPRD shall have the right to terminate this Agreement and be refunded its Escrow Deposit, including interest, and to exercise any other remedy available. The conditions precedent are:
- i) Title Report. Within fifteen (15) days following the Effective Date of this Agreement, NCPRD shall order at its own expense a preliminary Title Report covering the Property, together with legible copies of all plats and exceptions to title referenced in the Title Report.
- A. Within forty-five (45) days of receiving the Title Report and the Exceptions documents, or within sixty (60) days of the Effective Date, whichever is later, NCPRD shall reasonably determine and provide written notice to Seller of any special exceptions that NCPRD shall require Seller to remove of record at or before Closing (the "Unacceptable Exceptions"). Special exceptions not objected to are referred to as "Permitted Exceptions." Within fifteen (15) days of receipt of the list Unacceptable Exceptions, Seller shall inform NCPRD in writing that Seller shall remove such exceptions at Seller's sole cost at or before closing or inform NCPRD in writing that it is unable to remove any such exception. In the event that there are any Unacceptable Exceptions which Seller does not agree to remove at or before closing, the Parties will work together in good faith to reach a resolution. If no resolution can be reached, then NCPRD shall have the option to either accept title to the Property subject to such exception, and the exception shall thereafter be considered a Permitted Exception, or NCPRD may terminate this Agreement and the Escrow Deposit shall be refunded to NCPRD. Seller shall be under no obligation to construct any improvements required by the Park Development Agreement until Seller and NCPRD have agreed, in writing, upon the list of Unacceptable Exceptions which will be removed by Seller at or before closing.
- B. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by NCPRD. After the plat is recorded, NCPRD will have a second opportunity to review the title report for any Unacceptable Exceptions for up to fifteen (15) days. If any condition is not

acceptable to NCPRD, it shall have the option to terminate this Agreement and must exercise such right in writing prior to the expiration of the 15-day period. If NCPRD decides to terminate the agreement, it shall reimburse Seller for the cost of labor and materials up to that point. If NCPRD does not choose to terminate, any new exception appearing on subsequent title reports that is required by Clackamas County under Land Use file No. Z0028-12-SL shall not be deemed an Unacceptable Exception. If for any reason Seller cannot remove any of the Unacceptable Exceptions before Closing, then NCPRD may elect to either:

- II. accept title to the Property subject to such exceptions;
 - III. waive its objection in writing to Seller and elect to have any monetary lien or encumbrance removed at Closing to the extent that it can be satisfied and removed by application of all or a portion of the Purchase Price payable to Seller at Closing;
 - IV. refuse to accept the Property and terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to NCPRD; or
 - V. extend the Closing Date for a 45-day period so that Seller may have additional time to remove the unwanted exceptions, and, if at the end of the 45-day period, the exceptions have not been removed, NCPRD may elect either (iii)(a), (b), or (c) above.
- ii) North Clackamas Parks and Recreation District Board of Directors Approval. This Agreement is expressly conditioned upon the formal approval by the NCPRD Board of Directors, in the form of a resolution, of the terms and conditions set forth in this Agreement. If the Board of Directors has not authorized and approved the Agreement within sixty (60) days of the Effective Date, then this Agreement shall terminate with the Escrow Deposit refunded to the NCPRD, unless an extension of time for satisfaction of this condition is otherwise agreed to in writing by both parties. NCPRD shall provide written notice to Seller upon satisfaction of this condition, and Seller shall be under no obligation to construct any improvements required by the Park Development Agreement until such written notice is delivered to Seller.
- iii) Title. At Closing the Seller shall convey fee simple title to the Property by statutory warranty deed. Title shall be good and marketable and shall be insurable for the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner's title insurance policy issued at Closing by the

Title Company insuring fee simple title vested in NCPRD or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the "Title Policy").

- iv) Environmental Review. Before Closing, NCPRD may, at its expense, engage consultants, surveyors or engineers of NCPRD's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of the Property as NCPRD in its sole discretion deems necessary. Within ten (10) days after the Effective Date, Seller shall deliver to NCPRD a copy of all environmental studies or analyses relating to the Property within its possession or control. NCPRD or its agents shall have the right to enter the Property at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as NCPRD may require, at NCPRD's sole discretion. Seller shall cooperate with NCPRD in making such tests and studies. Any area disturbed by such tests and studies shall be restored by NCPRD, at NCPRD's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to NCPRD in its sole discretion. Within sixty (60) days of the Effective Date, NCPRD shall notify the Seller if NCPRD cannot accept the Property due to the results of its investigation under this section. If NCPRD and Seller have not reached an agreement regarding the items disclosed in the investigation within seventy-five (75) days of the Effective Date then NCPRD may, at its option and upon written notice to Seller, terminate this Agreement of Purchase and Sale, in which case the Escrow Deposit and accrued interest shall be refunded to NCPRD. Seller shall be under no obligation to construct any improvements required by the Park Development Agreement until NCPRD deemed the environmental review condition satisfied, subject to the parties agreement regarding any items disclosed in the investigation.
- v) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of the Property; (2) there are no encroachments or prescriptive or adverse rights on or affecting the Property or any portion thereof; and (3) the Property has insurable vehicular access. If NCPRD notifies Seller prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that Seller and NCPRD may address the issue(s). If at the end of the 45-day period, NCPRD and Seller have not reached an agreement regarding the items disclosed in the investigation, then NCPRD may, at its option and upon written notice to Seller, terminate this Agreement of Purchase and Sale, in which case the Escrow Deposit and accrued interest shall be refunded to NCPRD. Within ten (10) days after execution of this Agreement, Seller shall deliver to NCPRD a copy of all surveys made of the Property and in the possession of Seller, as well as any environmental or other reports, test

Attachment 1

data or studies relating specifically to the Property and in Seller's possession or control. If Seller knows of any such surveys, studies or reports that are not in Seller's possession, Seller shall notify NCPRD of the existence of such reports.

- vi) Delivery of Property. Seller shall deliver the Property free and clear of any encumbrances or structures, except those contemplated by that certain Park Development Agreement dated the ____ day of _____, 2012, by and between the Parties (the "Development Agreement").
 - vii) Representations, Warranties, and Covenants of Seller. The Seller shall have duly performed every act to be performed by the Seller hereunder and the Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.
 - viii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property.
 - ix) Seller's Deliveries. The Seller shall have timely delivered each item to be delivered by the Seller pursuant to this Agreement. In the event that NCPRD does not object to the timeliness of delivery of any document(s) within five (5) days of their receipt by NCPRD, this condition shall be deemed waived with regards to any such documents.
 - x) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to NCPRD.
 - xi) Taxes. Seller agrees that all taxes, assessments and encumbrances that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied of record by Seller. If Seller shall fail to do so, NCPRD may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price of the Property. Regular real property taxes payable during the year in which Closing occurs and any rents or income applicable to the Property shall be prorated as of Closing.
 - xii) Contingent Closing. NCPRD's obligations to complete the transactions contemplated by this Agreement, including the purchase of the Property, are contingent on completion of the obligations set forth in the Development Agreement.
- b) Conditions Precedent to Seller's Obligations.
- i) The close of escrow and the Seller's obligations with respect to the transactions contemplated by this Agreement are subject to NCPRD's delivery of the Purchase Price and the documents and materials described

Attachment 1

in Paragraph 6(b) to the Escrow Holder on or before the Closing Date, for disbursement as provided herein.

- ii) NCPRD acknowledges that the Property is not a current lot of record and is subject to preliminary subdivision approval under file No. Z008-12-SL. Seller shall diligently endeavor to complete the requirements necessary to obtain final plat approval from Clackamas County and record the subdivision as required to convey the Property to NCPRD. In the event that the Seller fails to obtain final plat approval and record the subdivision prior to closing, NCPRD shall have the option to 1) terminate this Agreement and be refunded its Escrow Deposit, or 2) extend the time period to allow the Parties to meet and discuss the best methods to complete the sale as originally contemplated.
- c) Failure of Conditions to Closing. In the event any of the conditions set forth in Section 5(a) or (b) are not timely satisfied or waived, for a reason other than the default of NCPRD or the Seller under this Agreement:
 - i) This Agreement, the escrow, and the rights and obligations of NCPRD and the Seller shall terminate, except as otherwise provided herein; and
 - ii) The Escrow Holder is hereby instructed to promptly return to the Seller and NCPRD all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.
- d) Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by NCPRD. In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.

6. Deliveries to Escrow Holder.

- a) By Seller. On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:
 - i) Deed. A statutory warranty deed duly executed and acknowledged in recordable form by the Seller, conveying the Property to NCPRD subject only to the special exceptions acceptable to NCPRD as established under Section 5 of this Agreement, and any other matters that may be approved in writing by NCPRD prior to Closing.
 - ii) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an

Attachment 1

affidavit to NCPRD to this effect in the form required by that statute and related regulations.

- iii) Proof of Authority. Such proof of the Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for and bind the Seller, as may be reasonably required by the Escrow Holder and/or NCPRD.
 - iv) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policy.
 - v) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of Seller to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
- b) By NCPRD. On or before the Closing Date, NCPRD shall deliver the following in escrow to the Escrow Holder.
- i) Purchase Price. The Purchase Price in accordance with Section 2 above.
 - ii) Proof of Authority. Such proof of NCPRD's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of NCPRD to act for and bind NCPRD, as may be reasonably required by the Escrow Holder and/or the Seller.
7. **Deliveries to NCPRD at Closing**. Except as otherwise provided herein or in the Development Agreement, the Seller shall deliver exclusive possession of the Property to NCPRD at close of escrow.
8. **Title Insurance**. At Closing, Seller shall provide, at its expense, the Title Policy.
9. **Costs**. The Parties shall pay the cost of recording the statutory warranty deed and the memorandum of purchase and sale, and all other recording charges, if any. Seller shall pay the premium for the Title Policy that Seller is obligated to provide to NCPRD, and for all conveyance, excise, and/or transfer taxes payable by reason of the purchase and sale of the Property. NCPRD and Seller shall each pay one-half of all escrow fees and costs. NCPRD and the Seller shall each pay its own legal and professional fees of other consultants incurred by NCPRD and the Seller, respectively. All other costs and expenses shall be allocated between NCPRD and the Seller in accordance with the customary practice in Clackamas County, Oregon.

Attachment 1

10. **Seller's Representations and Warranties.** Seller hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Seller agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, including attorney's fees and costs, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. Seller warrants and represents to NCPRD that the following matters are true and correct, and shall remain true and correct through and as of Closing:
- a) Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
 - b) Legal Access. To the best of Seller's knowledge, the Property has insurable vehicular access to a public road.
 - c) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. Seller warrants, represents, and covenants as follows:
 - i) To the knowledge of Seller, there are no Hazardous Substances in, upon, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;
 - ii) To the knowledge of the Seller, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on the Property, in violation of any environmental laws of the federal or state government;
 - iii) To the knowledge of Seller, no previously undisclosed underground storage tanks are located on the Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Seller agrees not to cause or permit any such tanks to be installed in the Property before Closing;
 - iv) To the knowledge of Seller, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

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- v) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;
 - vi) The Seller has not transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
 - vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.
- d) Contracts, Leases, Rights Affecting Property. Seller has not entered into, and will not enter into, any other contracts for the sale of the Property, nor do there exist nor will there be any rights of first refusal, options to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. The Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions, relating to the Property, and to Seller's knowledge no such rights encumber the Property, and will not through Closing.
- e) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's right or title to the Property, or any portion thereof, affect the value of the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.
- f) Mechanics and Other Liens. No work on the Property has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property or any portion thereof, excepting the work contemplated in the Development Agreement.
- g) Public Improvements or Governmental Notices. To the best of Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property or any portion thereof, nor have any notices or other information been served upon Seller from any governmental

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agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

- h) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.
- i) Possession. Except as specifically provided for herein, Seller will be able to deliver immediate and exclusive possession of the entire Property to NCPRD at the close of escrow, and no one other than Seller will be in possession of any portion of the Property immediately prior to close of escrow.
- j) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by Seller.
- k) Recitals. The statements and information set forth in the Recitals are true and correct.
- l) Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, Seller shall immediately give written notice to NCPRD of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, Seller shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, NCPRD may elect to either: (a) terminate this Agreement in which case NCPRD shall have no obligation to purchase the Property and all escrow payments shall be refunded to NCPRD, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, NCPRD may elect to terminate this Agreement and receive a refund of the Escrow Deposit and accrued interest. NCPRD's election in this regard shall not constitute a waiver of NCPRD's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

11. **Seller's Representations, Warranties and Covenants Regarding the Property Through the Close of Escrow.** The Seller further represents, warrants, and covenants that, until this transaction is completed or escrow is terminated, whichever occurs first, it shall:

- a) Maintain the Property in its present state, with no tree cutting or alteration of the Property in any way, except those improvements contemplated by the current pending application for Development Permit SC003312, after such time as the

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permit for said improvements is issued by Clackamas County, and construction of the improvements specified in the Park Development Agreement;

- b) Keep all existing insurance policies affecting the Property in full force and effect;
 - c) Make all regular payments of interest and principal on any existing financing, if applicable; and
 - d) Comply with all government regulations,
12. **Deferred Taxes.** If the Property is subject to farm or forest deferred taxes, Seller shall have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.
13. **NCPRD's Representations and Warranties.** In addition to any express agreements of NCPRD contained here, the following constitute representations and warranties of NCPRD to the Seller:
- a) Subject to the NCPRD Board of Director's approval and the conditions stated herein, NCPRD has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated here;
 - b) Subject to the NCPRD Board of Director's approval and the conditions stated herein, all requisite action has been taken by NCPRD in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated here; and
 - c) Subject to the NCPRD Board of Director's approval and the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of NCPRD have the legal power, right, and actual authority to bind NCPRD to the terms and conditions of this Agreement.
14. **Seller's Promise to Remove Personal Property and Debris.** Prior to vacating the Property and consistent with the Development Agreement, Seller covenants and promises to remove or cause to be removed from the Property, at Seller's expense, any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise previously agreed to in writing by NCPRD. Satisfaction of the promises contained herein shall be subject to NCPRD's inspection and approval of the physical condition of the Property by NCPRD prior to vacating the Property.
15. **Risk of Loss, Condemnation.** Seller shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date all or part of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is

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threatened, Seller shall give NCPRD written notice of such event. NCPRD may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by NCPRD of written notice from Seller of such casualty or condemnation and Escrow Holder will return to NCPRD the Escrow Deposit and accrued interest.

16. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Seller: Mark Handris
Hidden Falls Development, LLC
c/o Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
Fax No. (503)655-5991
Phone No. (503)657-0406

To NCPRD: North Clackamas Parks and Recreation District
Attn: Michelle Healy
150 Beaver creek Rd.
Oregon City, Oregon 97045
Fax No. (503) 742-4349
Phone No. (503) 742-4348

With a copy to:
Chris Storey
Assistant County Counsel
150 Beaver creek Rd.
Oregon City, Oregon 97045
Fax No. (503) 742-4565
Phone No. (503) 742-4623

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone and fax numbers are for information only.

17. **No Broker or Commission.** Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend NCPRD from and against any such

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claim if based on any action, agreement, or representations made by Seller; and NCPRD shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by NCPRD.

18. **Further Actions of NCPRD and Seller.** NCPRD and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated hereby and shall use their best efforts to accomplish the close of the transaction in accordance with the provisions of this Agreement.

19. **Legal and Equitable Enforcement of This Agreement.**

a) Default by the Seller. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by the Seller, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Escrow Deposit and all accrued interest, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

b) Default by NCPRD. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, NCPRD and the Seller agree that it would be impractical and extremely difficult to estimate the damages that the Seller may suffer. Therefore, NCPRD and the Seller agree that a reasonable estimate of the total net detriment that the Seller would suffer in the event that NCPRD defaults and fails to complete the purchase of the Property is and shall be, and the Seller's sole and exclusive remedy (whether at law or in equity) is and shall be, an amount equal to the Escrow Deposit plus any accrued interest. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by NCPRD, and all other claims to damage or other remedies are and shall be expressly waived by the Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to the Seller. Upon default by NCPRD, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of the Seller to collect such liquidated damages from NCPRD and the Escrow Holder.

20. **Miscellaneous.**

a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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- b) Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
 - c) Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.
 - d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign its interest in this Agreement to a park-providing or other recreational-providing entity, without the consent of Seller. In the event that an assignee assumes the obligations of NCPRD hereunder, then NCPRD shall have no further liability with respect to this Agreement.
 - e) Entire Agreement. This Agreement (including any exhibits attached to it) and the Development Agreement are the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
 - f) Time of Essence. The Seller and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision of this Agreement.
21. **Governing Law**. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
22. **Recording of Memorandum**. On the Effective Date the parties will execute a Memorandum of this Agreement, which NCPRD may cause to be recorded against the Property.
23. **Accommodating a 1031 Exchange**. If Seller desires to transfer the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, NCPRD agrees to cooperate with such transaction so long as the terms of this Agreement and the following requirements are met, and any escrow instructions or 1031 documents presented at Closing are agreeable to NCPRD and include the following provisions:
- a) Such cooperation is at the expense of Seller;

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- b) NCPRD assumes no additional risk or liability nor loses any remedies or rights against Seller due to the exchange transaction;
- c) The Closing on the Property is not altered or delayed as a result of the exchange;
- d) Seller executes and delivers a statutory warranty deed directly to NCPRD;
- e) Seller agrees that should any dispute arise out of the exchange transaction with regard to the condition of the Property or title thereto or any other terms or conditions of the purchase and sale agreement or any escrow instructions or any other documents relating thereto, such dispute shall be resolved as if Seller had directly transferred the Property to NCPRD;
- f) NCPRD is not obligated to hold title to any additional property; and
- g) Seller agrees to indemnify, hold harmless and defend NCPRD from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorney's fees) arising out of or related to the exchange transaction or its qualification under any tax, law, code, rule or regulation. NCPRD understands that Seller may assign its rights under this Agreement to an intermediary for the purpose of accomplishing this transaction and that the intermediary will have no continuing obligations to NCPRD other than to complete the transfer of title to the Property under the terms hereof. NCPRD will at all times look to Seller for performance of all continuing obligations under this Agreement.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

[Signature Page Follows]

Attachment 1

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

**North Clackamas Parks and
Recreation District,**
a county service district

Hidden Falls Development, LLC
an Oregon Limited Liability Company

Mark Handris

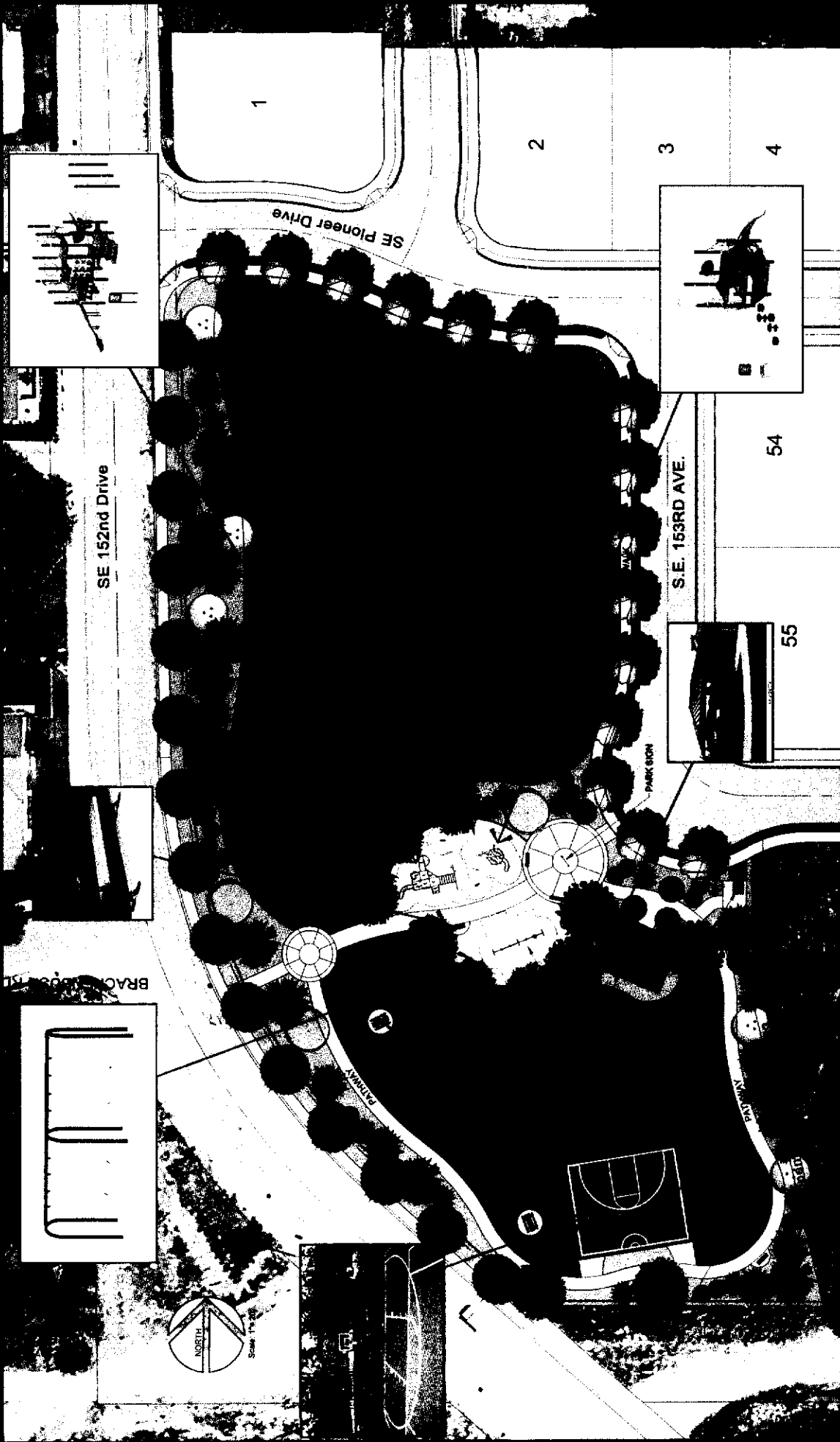
Date: _____

Date: _____

Attachments:

Exhibit A - Property Description

Exhibit B - Form of Memoranda



PROPOSED NEIGHBORHOOD PARK

HIDDEN FALLS DEVELOPMENT LLC

CONCEPTUAL PLAN 'A'

MEARS DESIGN GROUP, 4165 150th Ave, Suite 101, Hidden Falls, CO 80466
 THETA ENGINEERING, LLC, 600 W. Excelsior, Littleton, CO 80120
 RICHARD E. GIVENS, CONSULTING ENGINEER, 15301 E. Harvard Ave., Suite 100, Aurora, CO 80014



September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Amendment of an Intergovernmental Agreement with the
Workforce Investment Council of Clackamas County
for Specialized Work Force Services**

Community Solutions for Clackamas County (CSCC) a division of the Health, Housing & Human Services (H3S) Department, requests approval of an Amendment of an Intergovernmental Agreement (IGA) between Workforce Investment Council of Clackamas County and CSCC for specialized work force services for residents of Clackamas County who are ex-offenders leaving incarceration. The focus of this grant is women offenders.

The amendment amount of \$1,351,860 includes \$1,860 in carry forward funds, and \$1,350,000 in Department of Labor Reintegration of Ex-Offender grant funds to provide for three full time Job Development Specialists, support services and training funds for participants; and wage subsidies for employers to train our participants that are returning to Clackamas County from incarceration.

No County General Funds are involved. This agreement was previously approved by County counsel on May 27, 2010. This agreement is effective July 1, 2012 and terminates on December 31, 2014.

Recommendation:

We recommend approval of this agreement and further recommend that Cindy Becker be authorized to sign on behalf of the Board of Commissioners.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or additional copies of attachments,
Please contact Lori Mack at (505) 655-8843

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY

AGREEMENT TO MODIFY

This Amendment, when signed by the Contractor and the Workforce Investment Council of Clackamas County (WICCO), will become part of the contract documents, superseding the original to the applicable extent indicated.

CONTRACT NUMBER: 12-13-3

MODIFICATION: # 1

CONTRACTOR NAME: Community Solutions for Clackamas County

CONTRACT TYPE: Services for the Board of Directors of the Workforce Investment Council of Clackamas County.

The Workforce Investment Council of Clackamas County (WICCO) and Community Solutions for Clackamas County have agreed it is in the mutual interest of both parties to amend and modify the contract to include the **\$1,860 Carry Forward Budget Line Item Balance from Contract 11-12-3. These funds are effective July 1, 2011.**

This amendment also adds **\$1,350,000 in Reintegration of Ex-Offender funds for Solutions to Work. These funds are effective July 1, 2012 and will expire December 31, 2014.**

Use of these funds shall be tracked separately for the purpose outlined in the Project Description/Scope of Work.

The new total amount of this contract is \$1,622,860.

CHANGE: SECTION C - FISCAL PROVISIONS & COST REIMBURSEMENT BUDGET

1. The budget for this contract will be divided into three separate budgets:

- (A) Adult WIA Services.
- (B) Dislocated Worker WIA Services
- (C) National Career Readiness Certificate

9. Project Budget (see Attachment 1 for details)
PY12-13

WIA Adult Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	23,050		23,050
Direct Participant Costs	87,200		87,200
Adult Total	110,250	0	110,250

WIA Dislocated Worker Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	27,350		27,350
Direct Participant Costs	107,400		107,400
Dislocated Worker Total	134,750	0	134,750

Budget Line Item	Begin Bal	Change	Total
General Costs			0
Direct Participant Costs	26,000		26,000
NCRC Total	26,000	0	26,000

TO READ: SECTION C - FISCAL PROVISIONS & COST REIMBURSEMENT BUDGET

2. The budget for this contract will be divided into four separate budgets:

- (A) Adult WIA Services.
- (B) Dislocated Worker WIA Services
- (C) National Career Readiness Certificate
- (D) Solutions to Work**

9. **Leveraged Funds**

The Contractor has committed to provide leveraged funds for Solutions to Work as set forth in the project grant proposal. Leveraged funds must be tracked and reported periodically as required by WICCO.

10. Project Budget (see Attachment 1 for details)
PY12-13

WIA Adult Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	23,050		23,050
Direct Participant Costs	87,200	1,860	89,060
Adult Total	110,250	1,860	112,110

WIA Dislocated Worker Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs	27,350		27,350
Direct Participant Costs	107,400		107,400
Dislocated Worker Total	134,750	0	134,750

WIA NCRC Funding Stream

Budget Line Item	Begin Bal	Change	Total
General Costs			0
Direct Participant Costs	26,000		26,000
NCRC Total	26,000	0	26,000

Solutions to Work

Budget Line Item	Begin Bal	Change	Total
Admin Personnel & Materials	0	84,000	84,000
Direct Personnel & Materials	0	516,000	516,000
Direct Participant Costs	0	750,000	750,000
Solutions to Work Total	0	1,350,000	1,350,000

11. Additional Expenditure Restrictions

Consultant fees paid under this Contract shall be limited to \$585 per day

Salary and Bonus Limitations: In compliance with public Law 109-234 and section 111 of the Department of Labor Appropriation Act 2009 (Public Law 111-8), none of the funds appropriated under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Reference DOL TEGL 5-06 for further clarification.

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CHANGE: SECTION B PROJECT DESCRIPTION

3. Program Overview

TO READ:

3. WIA Formula Funds Program Delivery Overview

ADD: SECTION B PROJECT DESCRIPTION

10. Solutions to Work (July 1, 2012 – December 31, 2014)

People released from incarceration within the corrections system have fundamental unmet needs that still exist with job placement, mental health care, residential treatment, accessible and affordable transportation and child care. Community Solutions for Clackamas County is the lead service provider for the *Solutions to Work* program funded by Department of Labor (DOL) Serving Adult Ex-offenders through Strategies Targeted to Characteristics Common to Female Ex-Offenders Grant. *Solutions to Work* will serve a minimum of 250 individuals, with an emphasis on females, with multiple barriers leaving incarceration and returning to the Clackamas County community, over a 30-month period, beginning July 1, 2012.

Program Description

Community Solutions for Clackamas County will engage in highly-individualized case management and job development, client centered empowerment and self development, education and training, and workforce development services. A 16-week long cohort model will support participant engagement and a sense of belonging, essential to achieving performance goals.

- CSCC will offer program recruitment opportunities in the jail weekly and in other correctional facilities when appropriate.
- CSCC will make referrals, as appropriate, to the identified community mentoring programs, resources and other service providers.
- CSCC will conduct an Empowerment and Soft Skills Workshop series, Job Club and support groups. Each will have a mentoring component. The Empowerment workshop series will last approximately four days. The Empowerment workshops, available to all program participants during their initial six-week cohort, will also include training on financial literacy; counseling about their civil rights (including issues related to criminal records and employment), workplace accommodations, if necessary, and assistance applying for jobs and Federal benefits such as Pell Grants, Food Stamps and Medicaid.
- Regular meetings will be held with community supervision officers to reinforce the program, provide attendance progress reports, and to discuss specific participants as-needed.
- CSCC will utilize Career Mapping and Resource Planning, a highly successful WorkSource tool that can effectively guide case management and skill development through person-centered planning.
- CSCC through *Solutions to Work* will provide a full array of education interventions and/or supports for participants to secure their high school diploma and/or GED equivalent, academic skills to achieve success in the work world, credentials to qualify for in-demand industries and/or non-traditional occupations, and access to a degree in higher education.

- Each *Solutions to Work* participant will be expected to spend, depending on their individual needs and learning style, at least 20% of their time working towards a program that will get them closer to a GED or certificate when appropriate.
- During orientation, assessment and Career Mapping will begin to identify initial career goals for enrolled participants. Orientations will be performed weekly and assessment every other week for potential participants.
- CSCC will involve participants in this process of developing next steps, education and training objectives, and realistic career goals. Individualized Career Plans will be created based on each participant's long-term career goals. Opportunities available to participants of the program will be suggested and used if and when they reinforce the ICP's employment goal and identify next steps for participants with their input. Participant strategies can include: (1) Apprenticeships through Oregon Tradeswomen, Inc.; (2) Credit retrieval, (3) Career and Technical Education (CTE); (4) Two Year Vocational (Career and Technical Education) degrees; (5) One Year Certificates; (6) Less than one year certificates; (7) Career Pathway Certificates; (8) National Career Readiness Certificate; (9) On the Job Training; and (10) Cooperative Work Experience.

The ICP builds on information gathered in the assessment and Career Mapping process. Plans include (1) General work and education history; (2) Completed career exploration, and (3) Assessments (could include career exploration workshops, online assessments, discussions with participants); (4) Employment goal, along with the steps and services needed to achieve that goal; (5) Agencies that will provide resources (explored and exhausted), including cost and who will pay; and (6) Participant's responsibilities in carrying out the plan. The participant must fully support the ICP and be prepared for the next steps.

CSCC will facilitate women's access to jobs and training in non-traditional occupations and sectors where women are under-represented. These sectors include the construction trades, science, engineering and technology.

- CSCC will work closely with in-demand industries for Clackamas County and the Portland Metro region.
 - *Advanced Manufacturing-Metals and Machinery* (welders, laborers and stock workers, assemblers).
 - *Wholesale Trade* (welders, sales reps, laborers and stock workers, shipping and logistics).
 - *Nurseries and Greenhouses* (landscape professionals, nursery grower, suppliers).
 - *Wood Product Manufacturing* (woodworkers/carpenters, laborers, stock workers, maintenance).
 - Other demand industries include Health Care, Professional Business Services, Advanced Technology-High Tech, Manufacturing, and Trucking/Transportation and Distribution. Employment forecasts project thousands of positions to be hired in these industries.
- A one-to-one meeting for clients in the jail will focus on resource referrals that will ensure participants have a clear understanding of the available resources upon release and know how to access those resources.
- CSCC will be able to fund some support services as indicated by WICCO policy.

Eligibility

- Enrollment will include completed Welcome registration with WorkSource Oregon.
- While both men and women will be recruited for the program, the clear emphasis of messaging and recruitment will be female ex-offenders.
- CSCC will create outreach materials for *Solutions to Work*.
- CSCC will conduct the following recruiting efforts: contact community supervision officers (parole and probation), judges, service agencies (emphasis on those serving the eligibility traits listed below) and promote self-referral.
- CSCC will make sure eligible participants include:
 - (1) At least 18 years of age;
 - (2) Citizen of the U.S. or legal to work in the U.S.;
 - (3) Residing in Clackamas County;
 - (4) Convicted of a crime and sentenced to serve time in Clackamas County Jail or state facility, and who will be released within 90 days or has been released in the previous 180 days;
 - (5) Possess a government issued identification; and
 - (6) Have the ability to benefit from the services offered from the program;
 - (7) Be eligible and have a desire to work.

Individuals not appropriate for the program include those: (1) Refusing treatment, (2) Currently experiencing significant crisis (a threat to themselves or others), and (3) Who have committed a sexual crime against another, except for prostitution.

Enrollment

- CSCC will adapt the Participant Intake Assessment tool contained in the *Prisoner Reentry Toolkit for Faith-Based and Community Organizations* (US Department of Labor, Center for Faith-Based and Community Initiatives). The tool will be customized to capture all essential information needed to ensure the success of Solutions to Work that is reflected in the grant proposal.
- CSCC will use an additional assessment tool (Learning Needs) that identifies possible learning and cognitive disabilities and areas of struggle. This screening tool asks questions about a participant's school, life experiences and medical/physical issues.
- CSCC will facilitate inmate access to services before release from incarceration. CSCC case managers will conduct weekly orientations and provide assessments every other week. One on one meetings are held to focus resource planning and supports that can be accessed after release. This early contact values the development of a trust relationship between the case manager and inmate.
- CSCC will perform a comprehensive assessment of each participant's strengths, skills, interests, aptitudes, and needs. An assessment tool developed by local WorkSource providers - *Career Mapping and Resource Planning* - will be used to guide development of career pathway options and the crafting of Individual Career Plans.
- CSCC will use online tools - the Oregon Career Information System (CIS) and other online tools (skill tests to indicate skill level in certain occupations). Paper-pencil assessments will also be used to assist the development of realistic career goals.

Retention

- After job entry, CSCC will provide follow-up services for at least 3-4 months to ensure that participants keep employment. CSCC will support problem-solving with both the new employee and the employer that, without intervention, may result in an employee quitting or losing their job.
- For all appropriate participants, CSCC will identify advancement opportunities within industries and occupations. A skill enhancement plan will be developed with newly employed participants.
- CSCC will maintain regular contact with participants to ensure retention in employment and/or school. This could include assistance in addressing work-related or school-related problems; assistance in securing better paying jobs or career development; furthering education; referrals to peer support groups; mentoring; and tracking progress made by participants in employment and/or education after training. These activities should be consistent with the ICP.
- Frequent contact will be expected during the training period and within 2-3 weeks after becoming employed. CSCC can visit the job site at the request of the employer or participant. Scheduling will be individualized.
- A progress evaluation will be completed by CSCC coupled with the client's self evaluation, after the client has been in the program for 8 weeks. The purpose of the evaluation is to provide the client with feedback about their progress and address any issues that could prevent the client from being successful in the workplace.
- CSCC will ensure positive participant outcomes and retention, bridging the time between being in the active program and the 3-4 month follow-up program.

The grant proposal Memorandum of Understanding describes all required partners and their responsibilities under this funded project. CSCC will actively work with the partners outlined in the MOU. Also, a number of additional partners have been secured to support the success of this project with a letter of support. CSCC will actively work with the partners who wrote letter of support.

Performance

The Department of Labor has set goals for each of the long-term performance measures. These goals are targets for Community Solutions for Clackamas County to strive toward and may be adjusted with additional data. The goals for each indicator are as follows:

Enrollment Rate: defined as the number of participants enrolled in the program divided by the enrollment goal. The enrollment goal is based on the total grant award amount divided by \$6,000 (the upper limit of the expected cost-per-participant range of \$4,000 – 6,000). The calculated enrollment goal is **250 participants**. The enrollment goal is expected to be met by the end of the second full year of the grant period of performance (by June 30, 2014). **The goal for this measure is 100%.**

Entered Employment Rate: defined as of those who are not employed at the date of participation (enrollment) and who exit the program: the percentage of participants who are employed in the first quarter after the exit quarter. **The goal for this measure is 60%.**

Employment Retention Rate: defined as of those who exit the program and are employed in the first quarter after the exit quarter: the percentage of participants who are employed in both the second and third quarters after the exit quarter. **The goal for this measure is 70%.**

Average Earnings: defined as of those who exit the program and who were employed in the first, second, and third quarters after exit: the average total earnings for the second and third quarters after exit. **The goal for this measure is \$9360**, which works out to be **\$9/hour** if working full time and just under 200% of the poverty rate for a family of 1.

Recidivism Rate: defined as the percentage of participants who were re-arrested for a new crime or re-incarcerated for revocation of the parole or probation order within one year of their release from prison. If a participant is re-arrested and subsequently released without being convicted of a new crime, they may be taken out of the recidivism rate. **The goal for this measure is 22% or below**, which is roughly half of the national recidivism rate of 44.1% one year post-release found in the Bureau of Justice Statistics report.

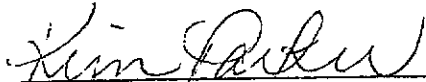
Industry-Recognized Certificate/Degree Rate: This measure is two-fold and will focus not just on increasing the attainment of degrees and industry-recognized certificates but also increasing the number of participants who enter degree- and industry-recognized certificate-awarding programs:

- The participation rate is defined as the percentage of enrolled participants in degree- or industry-recognized certificate-awarding programs. **The goal for this measure is 30%.**
- The attainment rate is defined as the percentage of participants that have participated in degree- or certificate-awarding training who receive a degree or an industry-recognized certificate within three quarters after exit from the program. **The goal for this measure is 50% of those enrolled in degree awarding programs and 50% of those enrolled in certificate awarding programs.** This means that, of the subset of participants who enroll in degree- or certificate-awarding programs, it is expected that at least 50% of those that enroll in a degree-awarding program will attain a secondary or post-secondary degree (such as a GED, high school diploma, or Associate's Degree) and at least 50% of those that enroll in vocational or occupational skills training that leads to industry-recognized certification will attain the certificate. **All degrees and industry-recognized certificates must be attained during the performance period of the grant.** Further guidance on what qualifies as an industry-recognized certificate can be found in Attachment B of TEGL 17-05 (located at http://wdr.doleta.gov/directives/attach/TEGL17-05_AttachB.pdf).

Reporting

CSCC will submit a quarterly narrative style project performance report on the 15th day after the end of each quarter, beginning July 1, 2012. The Final Project Report is due by February 15, 2015, unless otherwise directed by WICCO.

**WORKFORCE INVESTMENT COUNCIL
OF CLACKAMAS COUNTY**



Kim Parker
Executive Director

8-15-12
Date

365 Warner Milne Rd., Suite 202
Oregon City, OR 97045
(503) 657-6644

Federal ID Number 93-1246270


CLACKAMAS COUNTY

Commissioner: Charlotte Lehan
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Linger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Dept of Health, Housing & Human Services

Date



Maureen Thompson, Director
Community Solutions for Clackamas
County

8/16/2012
Date

Federal ID Number: 96-6002286



12

COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Supplemental Project Agreement No. 28,737 with Oregon Department
of Transportation for 2012 Emergency Relief Program Project Funding for
S. Wilhoit Road at Rock Creek MP 2.23**

Following the March 2012 storm events, the culvert carrying Rock Creek under S. Wilhoit Road was irreparably damaged. One lane of S. Wilhoit Road remains closed at this time. This road and culvert are part of the county road system and under the jurisdiction of Clackamas County. County staff requested federal funding through the Emergency Relief Program (ERP) and this project will be financed with Federal Emergency Relief Program funds, which are estimated in the amount of \$650,000. The County will be responsible for approximately \$67,000 to complete these projects. The federal funding for these projects is contingent upon approval by the Federal Highway Administration (FHWA).

Clackamas County is currently participating in the Local Agency Certification Program addressed in the Master Agreement (No. 24,688). Through this program, the County is given the authority to enter into this Supplemental Project Agreement (No. 28,737) with the State. This Supplemental Agreement allows the County to design, advertise, bid, award consultant and construction contracts, and perform construction administration. This project is one of the required test projects for Local Agency Certification.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve this Intergovernmental Agreement for Emergency Relief Program project funding.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Vince Hall at 503-742-4650

Oregon Department of Transportation
EMERGENCY RELIEF PROGRAM
Clackamas County ER Projects (2012)
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 28737
S. Wilhoit Road at Rock Creek MP 2.23

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 24688 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with County for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects that are not on the National Highway System.
2. S. Wilhoit Road is a part of the County's road system under the jurisdiction and control of County.
3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 24688.
4. Flooding during the storm event in the Portland area commencing in March 2012 damaged the existing southbound shoulder and travel lane on S. Wilhoit Road adjacent to Rock Creek. As a result of the damage, Clackamas County temporarily closed this travel lane until it could be reconstructed. The roadway damage is located at Milepost 2.23, 0.5 mile south of Thomas Road (T.5 S. R.2 E, Section 29), south of Molalla. Following the event, Oregon Governor John Kitzhaber, signed an emergency declaration order on March 11, 2012 to aid in damage restoration.

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

TERMS OF AGREEMENT

1. Under such authority, County agrees to reconstruct the southbound shoulder and part of the southbound roadway with a bioengineered bank stabilization system, hereinafter referred to as "Project". The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A" and by this reference made a part hereof.

County/State
Agreement No. 28737

2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$650,000, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$650,000, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs. No State funds will be used in this Project.
3. County shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse County invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the County. State shall perform work in the estimated amount of \$10,000. State shall simultaneously invoice FHWA and County for State's Project costs, and County agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 2, above upon receipt of invoice. Failure of County to make such payments to State may result in withholding of County's proportional allocation of State Highway Trust Funds until such costs are paid. County understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended. State will cease work if it appears that the cost of the work will exceed \$12,000, and the Parties will negotiate before State continues its work.
4. County shall select consultants, design, advertise, bid, award the construction contract, and perform construction administration. County understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 24688.
5. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at County expense. State's Regional Local Agency Liaison or designee will provide County with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
6. State considers County a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project will be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties or such time as set forth in the "ER Manual" published by the Federal Highway Administration. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>.

County/State
Agreement No. 28737

8. Local Agency Certification Program Agreement No. 24688 was fully executed on July 15, 2008. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
9. If County fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the County's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such County breach.
10. County shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and County agree that the useful life of this Project is defined as twenty (20) years.
11. State may conduct periodic inspections during the life of County Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.
12. This Agreement may be terminated by mutual written consent of both Parties.
13. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
 - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If County fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
14. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
15. County, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for County's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon County's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount

County/State
Agreement No. 28737

equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of County, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 24688, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective *only in the specific instance and for the specific purpose given*. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
18. State's Project Liaison for the Agreement is Mahasti Hastings, Local Agency Liaison, ODOT – Region 1, 123 Flanders Street, Portland, OR 97209, (503) 731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. County's Project Liaison for this Agreement is Vince Hall, Civil Engineer, Clackamas County, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4650, vincehal@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #18159) that was approved by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Under authority from Subdelegation Order No. 11, Paragraph No. 1, the Maintenance Engineer is authorized to declare an emergency and Federal Emergency Relief Program Funds were approved by FHWA on June 27, 2012.

Signature Page to Follow

County/State
Agreement No. 28737

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
County Legal Counsel

Date _____

County Contact:
Vince Hall, Civil Engineer
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4650
vincehal@co.clackamas.or.us

State Contact:
Mahasti Hastings, Local Agency Liaison
ODOT – Region 1
123 NW Flanders Street
Portland, OR 97209
(503) 731-8595
mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation


By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By  _____
Region 1 Manager

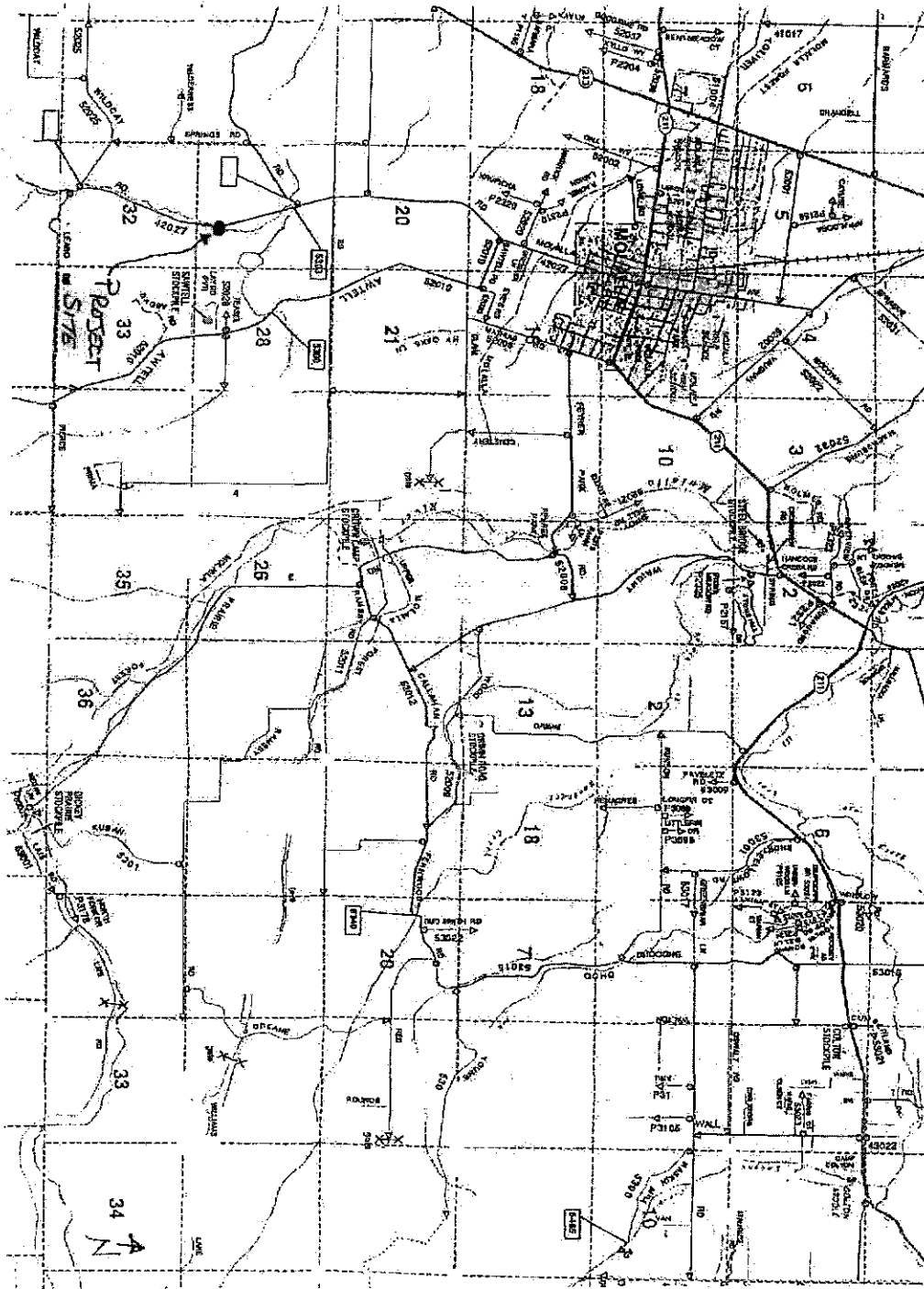
Date 8/18/12

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

Exhibit A – Project Location Map





COPY

CAMPBELL M. GILMOUR
DIRECTOR

13

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Acknowledging Acceptance of
a Permanent Right of Way Easement for Road Purposes
and Simultaneous Vacation of a Portion of S. Ramsby Road (County Road No. 498)**

Staff has researched and reviewed a request from a landowner, Mr. Craig E. Wilcox, to address a portion of as-traveled S. Ramsby Road (Ramsby Road) which is located substantially out of its authorized location, encumbering his Tax Lot 53E30 00701. Mr. Wilcox has been willing to dedicate a new easement for the as-traveled road location at no cost to the County in concurrence with a simultaneous vacation of the unused portion of road right-of-way which was originally established in 1898.

Under County Ordinance No. 02-2009, the Director of the Department of Transportation and Development has accepted Mr. Wilcox's dedication, which is presented to the Board of County Commissioners for acknowledgement and simultaneous vacation of the unused portion of Ramsby Road by Board Order, attached.

Ramsby Road as originally described in 1898 is a 40-foot wide right-of-way with several right angle corners. Over time, allowing for convenience and faster means of transportation, the hard corners of this road and others like it curved to match the as-traveled vehicle patterns. The portion of Ramsby Road represented in the attached Board Order is a case in point of this type of historic corner cutting.

Approval of the Board Order will allow for simultaneous acknowledgement of the new dedication from Mr. Wilcox as described and depicted in Exhibits "A" and "B" attached to the easement dedication, and vacation of the unused portion of the original Ramsby Road right-of-way as described and depicted in Exhibits "C" and "D", also attached. As standard procedure, the vacation will protect the rights of all existing utilities to continue to reside within the vacated portion of Ramsby Road.

ORS 368.126 states, "When a county governing body establishes a new public road following the general alignment of an existing public road, the final order or resolution shall identify all parts of any existing road that are to be vacated. Vacation of those parts described is effective without any other proceedings. A road so vacated shall not be closed to public use until the road laid out to replace it is actually opened to travel." The portion of Ramsby Road covered by the new dedication has been in continual use for many years and is open to the public.

Pursuant to ORS 368.126 and County policy, the Board may make its determination in the matter of acknowledgement of this dedication and vacation without a public hearing. Staff acknowledges that there is a County-issued revocable encroachment agreement in place, which has allowed an abutter to Tax Lot 701 to continue operation of a well which encroaches into a small portion of Ramsby Road covered by the planned vacation. Senior County Counsel has advised the owners of the two abutting properties to resolve the well encroachment issue and supports the dedication coupled with a vacation of the unused portion of the right-of-way housing the well.

After considering traffic impacts, fiscal impacts, and social impacts, staff believes that it would be in the public's interest to accept the 40-foot right of way dedication and approve the Board Order simultaneously vacating the unused portion of existing Ramsby Road right-of-way.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order acknowledging acceptance of the Permanent Right of Way Easement for Road Purposes and simultaneous vacation of the unused portion of Ramsby Road (County Road No. 498) right-of-way, and direct staff to record the Easement in the Deed Records of Clackamas County at no cost to the County.

Sincerely,



Mike Bezner,
Transportation Engineering Manager

Attachments

For information on this issue or copies of attachments,
please contact Doug Cutshall at (503) 742-4669

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

In the Matter of Acknowledging
Acceptance of an Easement
Dedication and the Simultaneous
Vacation of a Portion of S. Ramsby
Road (Co. Rd. No. 498), Located in
Section 30, T.5 S., R.3 E., W.M.



Order No. _____
(Page 1 of 2)

THIS MATTER COMES BEFORE the Board of County Commissioners of Clackamas County, Oregon, (the "Board") at its regularly scheduled meeting on September 6, 2012; and,

IT APPEARING to the Board that Mr. Craig E. Wilcox has offered and granted a 40-foot wide Permanent Right of Way Easement for Road Purposes (the "Easement"), as described and depicted in Exhibits "A" and "B" of the Easement (copies attached hereto); and,

IT FURTHER APPEARING to the Board that the Director of the Department of Transportation and Development by authority under County Ordinance No. 02-2009, has accepted the Easement, which in accordance with ORS 368.126, will allow the Board to simultaneously vacate the unused portion of the existing 40-foot wide S. Ramsby Road right-of-way as described and shown on Exhibits "C" and "D" (copies attached hereto), and that said unused right of way is no longer a benefit to the traveling public, providing that utility easement rights are reserved, now therefore;

IT IS HEREBY ORDERED that said Easement be accepted as a portion of S. Ramsby Road (County Road Number 498), and the Board hereby directs staff to record the Easement in the deed records of Clackamas County at no cost to the County when presented to the Clackamas County Clerk, which shall send copies to the Clackamas County Assessor, Surveyor Office, and the Finance Office, Fixed Assets Account; and,

IT IS FURTHER ORDERED that the portion of the original right-of-way as described and shown on attached Exhibits "C" and "D" be vacated; and,

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

In the Matter of Acknowledging
Acceptance of an Easement
Dedication and the Simultaneous
Vacation of a Portion of S. Ramsby
Road (Co. Rd. No.498), Located in
Section 30, T.5S., R.3E., W.M.



Order No. _____
(Page 2 of 2)

IT IS FURTHER ORDERED that rights for all exiting utilities within the vacated portion of S. Ramsby Road are reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. Also the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility.

ADOPTED this 6th day of September, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Grantor: Craig E. Wilcox Address: P.O. Box 1127 Mulino, OR 97042	State of Oregon
Grantee: Clackamas County 150 Beaver Creek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date: <u>8/14/2012</u>
Road Name: _____ DTD Rd. File No. _____	Authorized by Clackamas County Ordinance No. 02-2009 Project: _____

PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES
(Individual Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Craig E. Wilcox, (Grantor), for value received, hereby grants and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a permanent easement dedicated to the public for road and right of way purposes, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and with Grantor's real property more particularly described as follows:

A parcel of fee land located in the SW 1/4 of Section 30, T5S, R3E, WM, as more particularly described by that certain Bargain and Sale Deed - Statutory Form recorded on October 14, 1998, as Document No. 1998-096599 in the Deed Records of Clackamas County, Oregon, and with said Permanent Right of Way Easement for Road Purposes more particularly described as a strip of land in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

Grantee's rights include, but are not limited to, Grantee's right to enter upon the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the Easement Area in the future, and which interfere with Grantee's use of the Easement Area for the purposes described in this document.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

Statutory Land Use Disclaimer: the property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations that, in farm or forest zones, may not authorize construction or siting of a residence and that limit lawsuits against farming or forest practices, as defined in ORS 30.930, in all zones. Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to verify the existence of fire protection for structures and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this 30th day of July 2012.

Craig E. Wilcox
Craig E. Wilcox

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was signed and attested before me this 30th day of July 2012,
by Craig E. Wilcox

Kathleen A. Rose
Notary Public for State of Oregon
My Commission Expires: 2/22/2016



S:RW/Ramsby Rd/RW Easement Road -- Wilcox

EXHIBIT "A"

Ramsby Road
Owner: Craig E. Wilcox
Date: June 21, 2012

Map & Tax Lot No.: 53E30 00701
Page 1 of 2

Permanent Right of Way Easement for Road Purposes

A tract of land, as shown on attached Exhibit "B" which by this reference is made a part hereof, lying in the southwest 1/4 of Section 30, Township 5 South, Range 3 East, W.M., Clackamas County, Oregon, being a portion of that real property conveyed to Craig E. Wilcox, by the deed recorded as Document Number 1998-096599, Clackamas County Deed Records; said tract being a variable width strip of land more particularly described as follows:

Commencing at a 5/8" iron rod with yellow plastic cap inscribed "DAVIS & PIKE LS 846" at the northwest corner of Parcel 2, Partition Plat 1993-129, Clackamas County Survey Records, and also being on the centerline of Ramsby Road, County Road No. 498, Thence S 00°19'34" E along the centerline of said Ramsby Road 894.60 feet to a point, Thence N 89°40'26" E, perpendicular to said centerline, a distance of 20.00 feet to the east right of way line of said Ramsby Road and the Point Of Beginning of the tract of land herein to be described:

Thence S 04°21'04" E, a distance of 67.70 feet to a point of curve;

Thence along the arc of a 350.00 foot radius curve to the left, through a central angle of 76° 00' 00", for an arc distance of 464.26 feet, (the chord of which bears S 42°21'04" E, 430.96 feet) to a point of compound curve;

Thence along the arc of a 1718.89 foot radius curve to the left, through a central angle of 07°30'00", for an arc distance of 225.00 feet, (the chord of which bears S 84°06'04" E, 224.84 feet) to a point of tangency;

Thence S 87°51'04" E, a distance of 126.26 feet to a point on the east line of said Parcel 2;

Thence along the east line of said Parcel 2, S 00°19'42" E, a distance of 9.26 feet, to a point on the north right-of-way line of said Ramsby Road;

Thence N 89°17'15" W, along the north right of way line of said Ramsby Road, 389.93 feet, to a point of curve;

Thence along the arc of a non-tangent 390.00 foot radius curve to the right, through a central angle of 50°09'54", for an arc distance of 341.46 feet, (the chord of which bears N 50°15'33" W, 330.66 feet) to the east right of way line of said Ramsby Road;

EXHIBIT "A"
CONTINUED

Page 2 of 2
Map & Tax Lot No.: 53E30 00701

Thence along the east right of way line of said Ramsby Road, N 00°19'34" W,
a distance of 206.86 feet, to the Point Of Beginning.

The tract of land to which this description applies contains 22,581 square feet, more or less.

Basis of bearing for this description is the "Oregon Coordinate Reference System" (OCRS)
Portland Zone. Geodetic datum: NAD 83-CORS 96-EPOCH 2002

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gregory L. Petersen

OREGON
JANUARY 20, 1989
GREGORY L. PETERSEN
2385

RENEWS: 12-31-12

SITUATED IN THE SW 1/4 OF SECTION 30, T.5S., R.3E., WM
CLACKAMAS COUNTY, OREGON

FOUND 5/8" REBAR WITH YELLOW
PLASTIC CAP MARKED
"DAVIS & PIKE LS 846"

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C 1	464.26'	350.00'	76°00'00"	S42° 21' 04"E	430.96'
C 2	225.00'	1718.89'	7°30'00"	S84° 06' 04"E	224.84'
C 3	341.46'	390.00'	50°09'54"	N50° 15' 34"W	330.66'

53E30 702



LEGEND

- RIGHT OF WAY LINE
- CENTERLINE
- PROPERTY LINES
- PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES EASEMENT AREA 22,581 Sq. Ft.±
- INDICATES PUBLIC LAND
- MONUMENT FOUND AS NOTED
- INDICATES FOUND 5/8" IR WITH YELLOW PLASTIC CAP
- ⊗ INDICATES FOUND 1/2" IP WATER WELL

Line #	Length	Direction
L 1	9.26'	S0°19'42"E

REGISTERED PROFESSIONAL LAND SURVEYOR

Gregory L. Petersen

OREGON
JANUARY 20, 1989
GREGORY L. PETERSEN
2385

RENEWALS: 12-31-12

PARCEL 2
PARTITION PLAT 1993-129
CRAIG E. WILCOX
DEED DOC. 1998-96599
53E30 701

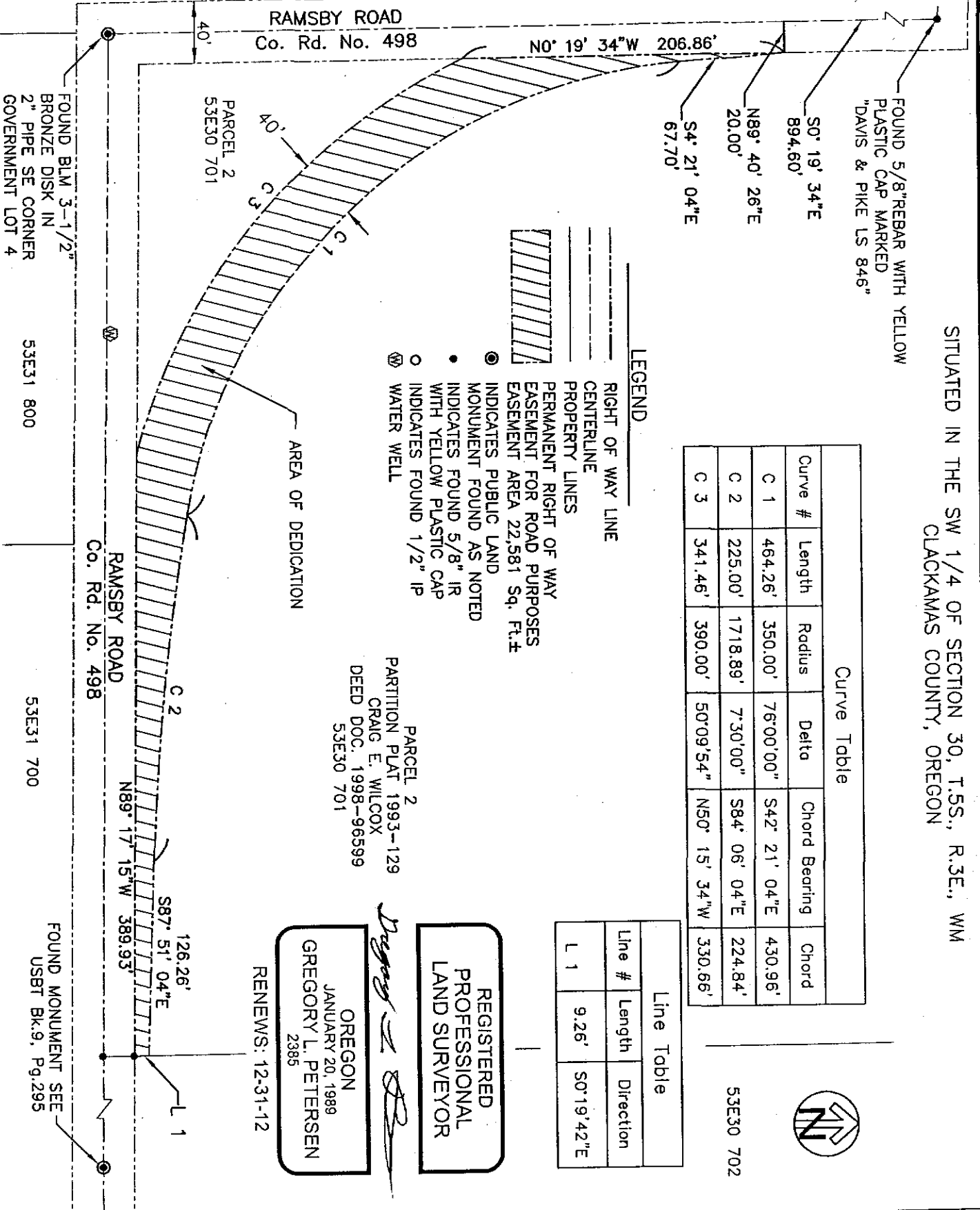


EXHIBIT "C"

Ramsby Road, Vacated Portion
Date: July 26, 2012

Tax Map No. 53E30C
Page 1 of 1

All of that portion of Ramsby Road, (County Road Number 498), as shown on attached Exhibit "D" which by this reference is made a part hereof, situated in the southwest 1/4 of Section 30, Township 5 South, Range 3 East, Willamette Meridian, that lies north and south of, and perpendicular to, the following described centerline:

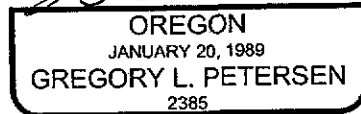
Beginning on the centerline of said Ramsby Road, at a point that is $S89^{\circ}17'15''E$, a distance of 20.00 feet from the southeast corner of Government Lot 4 of said section 30;

Thence along the centerline of said Ramsby Road, $S89^{\circ}17'15''E$, a distance of 252.00 feet to a point at the terminus of this description.

The parcel of land to which this description applies contains 10,080 square feet more or less.



Gregory L. Petersen



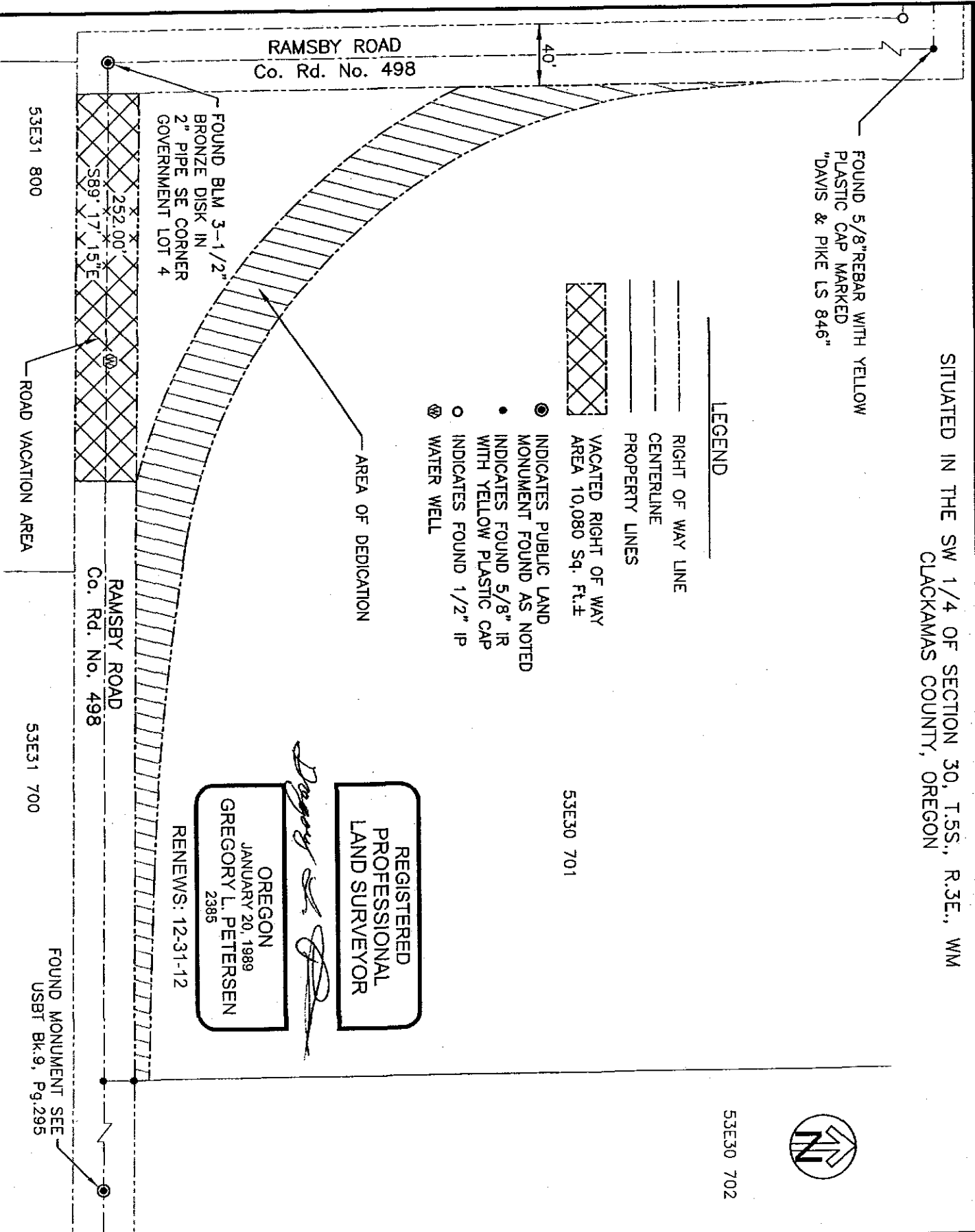
RENEWS: 12-31-12

SITUATED IN THE SW 1/4 OF SECTION 30, T.5S., R.3E., WM
 CLACKAMAS COUNTY, OREGON

FOUND 5/8" REBAR WITH YELLOW
 PLASTIC CAP MARKED
 "DAVIS & PIKE LS 846"

LEGEND

- RIGHT OF WAY LINE
- - - CENTERLINE
- PROPERTY LINES
- ▨ VACATED RIGHT OF WAY AREA 10,080 Sq. Ft.±
- INDICATES PUBLIC LAND MONUMENT FOUND AS NOTED
- INDICATES FOUND 5/8" IR WITH YELLOW PLASTIC CAP
- INDICATES FOUND 1/2" IP
- ⊕ WATER WELL



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JANUARY 20, 1989
 GREGORY L. PETERSEN
 2385

RENEWS: 12-31-12

FOUND MONUMENT SEE
 USBT Bk.9, Pg.295

53E31 800

53E31 700

53E30 701

53E30 702

REVISION	DATE	BY

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




06-25-2012

SCALE: N.T.S.

EXHIBIT "D"
 RAMSBY ROAD
 VACATED RIGHT OF WAY

SHEET
 1 OF 1



14  COPY

MIKE McCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

BOARD ORDER VACATING THE PLAT OF PARTITION PLAT NO. 1993-162.

The proposed vacation of the plat of Partition Plat No. 1993-162 (Exh. A) is located in the northwest one-quarter of the northeast one-quarter of Section 19, Township 2 South, Range 2 East, Willamette Meridian. The subject property affected is also described as Tax Lot No. 9000 on Assessor's Map No. 2-2E-19AB (Exhibit B).

The plat of Partition Plat No. 1993-162 was recorded on November 3, 1993. The petition proposes to vacate the entirety of the plat of Partition Plat No. 1993-162 resulting in a reduction in the number of parcels from two to one. The petition does not seek to add additional lots or parcels, or to vacate any publicly-owned property or easements of record.

The Planning Director has determined that this request complies with the provisions of subsection 1105.10A of the ZDO and ORS 368.341 permitting the Planning Director to make a determination about the vacation of the plat without a public hearing. The entirety of the plat is owned by the successor trustee of the Edith J. Wymore Second Amended and Restated Revocable Living Trust (Exh. C).

The Planning Director has issued a Report and Recommendation (Exhibit D) finding that the applicant did file a complete application pursuant to the provisions of subsection 1105.10(A) of the ZDO. The application to vacate the common property line was submitted with the required fee of \$845.00. Furthermore, the Planning Director found that the request to vacate the partition plat is in the public interest. The approval of the request:

- 1) Will not result in the vacation of public roads necessary to serve the area or adjacent properties;
- 2) Will not interfere with the need to provide public facilities such as sewer or water in the area; and

- 3) Will not jeopardize the potential for development of other properties in the adjacent and nearby area.

In consideration of these factors, the Planning Director recommends approval of the request to vacate the recorded plat of Partition Plat No. 1993-162 without a public hearing in that there is agreement by 100% of the affected property owners. The

Planning Director's report is submitted finding that the proposed vacation is in the public interest. Property owners within 300 feet, the Clackamas County Fire District No. 1, the Oak Lodge Sanitary District, the Oak Lodge Water District, the North Clackamas Parks and Recreation District, the Jennings Lodge Community Planning Organization, the County DTD, Engineering Division, and the County Survey Department have been noticed and no objections have been submitted to the file.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this easement.

Sincerely,



Rick McIntire
Sr. Planner
DTD, Planning and Zoning Division

For additional information on this issue,
please contact Rick McIntire at (503) 742-4516 or rickm@co.clackamas.or.us

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

In the matter of the vacation of the recorded
Plat of Partition Plat No. 1993-162
In the northwest one-quarter of the
northeast one-quarter of Section 19
Township 2 South, Range 2 East, W.M.,
Clackamas County, Oregon.

Page 1 of 1

This matter coming regularly before the Board of County Commissioners, and it appearing to the Board that in accordance with Section 1105.10 of the Clackamas County Zoning and Development Ordinance, ORS 92, and ORS 368.326 to 368.356; an application was submitted to the County Planning Director requesting a vacation of the recorded plat of Partition Plat No. 1993-162 (Exhibit A); also described as Tax Lot No. 9000 of Assessor's Map No. 2-2E-19AB (Exhibits B and C), and

Whereas the Planning Director found that the application complied with the requirements of subsection 1105.10A(1-7) of the Clackamas County Zoning and Development Ordinance and that the requirements of subsection 1105.10C & E of the Clackamas County Zoning and Development Ordinance have been satisfied; and

Whereas, the Planning Director has issued a Report & Recommendation dated September 6, 2012 (Exhibit D) finding this vacation to be in the public interest; now therefore,

IT IS HEREBY ORDERED that the plat of Partition Plat No. 1993-162, as depicted on Exhibit A, be vacated; that the County Surveyor mark the plat as vacated provided in ORS 271.230; that the petitioner be required to pay the administrative costs of the County Surveyor in the amount of \$125.00; and that this Board Order and attached Exhibits A, B, C and D be recorded in the Deed Records for Clackamas County and that copies be filed with the County Planning and Zoning Division, County Surveyor and County Assessor.

ADOPTED this ____ day of _____, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

This map was prepared for assessment purpose only.

NW 1/4 NE 1/4 SEC. 19 T2S. R2E. WM.

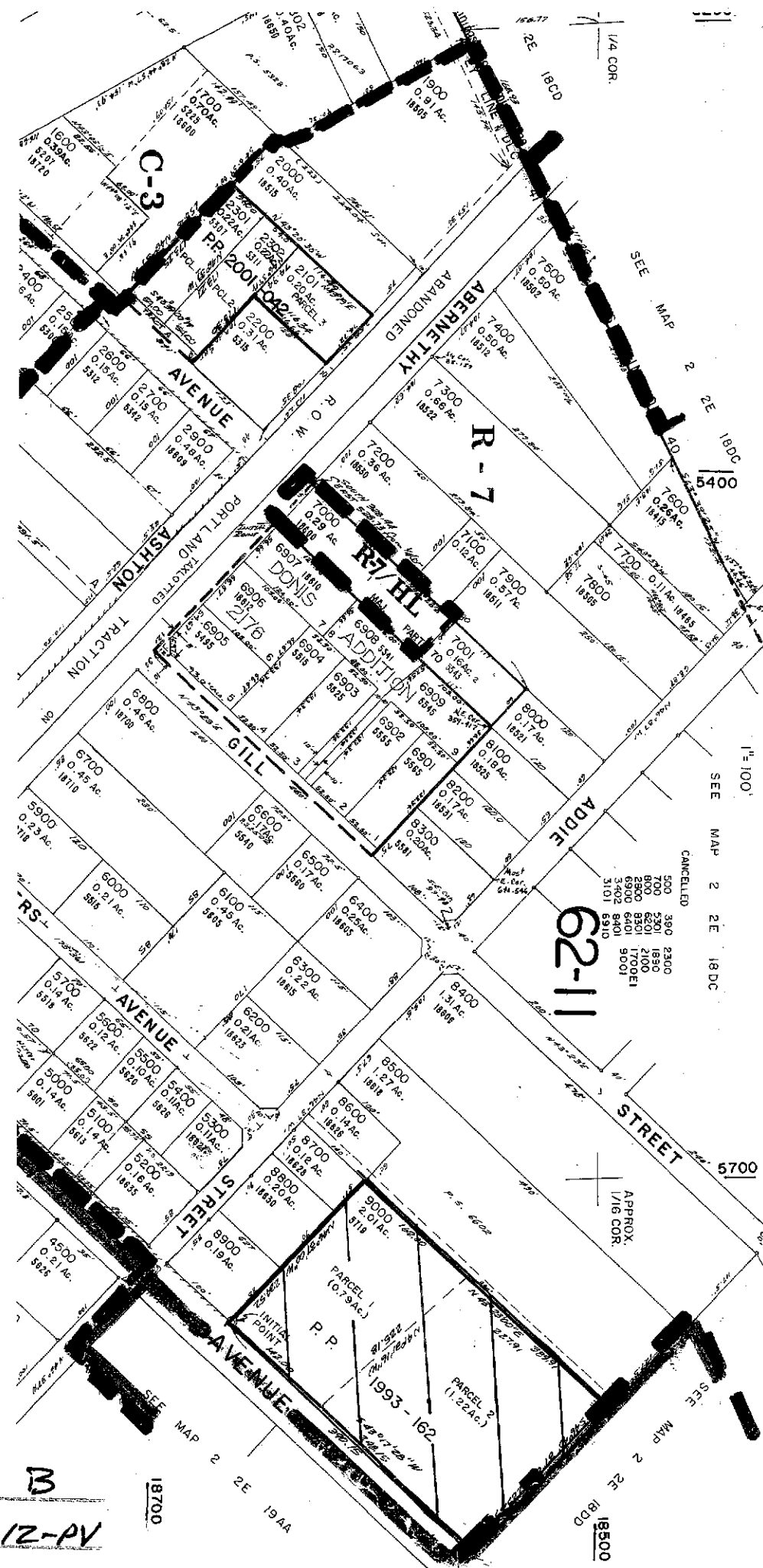
CLACKAMAS COUNTY

PETER M. RINEARSON

D.L.C.

NO. 41

2 2E 19AB



SEE MAP 2 2E 18DC

CANCELLED

- 500 390 2300
- 600 620 1830
- 700 850 2100
- 800 980 2400
- 900 1100 2700
- 1000 1200 3000
- 1100 1300 3300
- 1200 1400 3600
- 1300 1500 3900
- 1400 1600 4200
- 1500 1700 4500
- 1600 1800 4800
- 1700 1900 5100
- 1800 2000 5400
- 1900 2100 5700
- 2000 2200 6000
- 2100 2300 6300
- 2200 2400 6600
- 2300 2500 6900
- 2400 2600 7200
- 2500 2700 7500
- 2600 2800 7800
- 2700 2900 8100
- 2800 3000 8400
- 2900 3100 8700
- 3000 3200 9000

APPROX. 1/16 COR.

SEE MAP 2 2E 18500

18700

SEE MAP 2 2E 19AA

EXHIBIT B
20410-12-PV



15 COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to the Intergovernmental Agreement between
Clackamas County and Metro for Transportation Modeling/Forecasting Services
(Metro Contract No. 930985)**

In January 2012, Clackamas County entered into an Intergovernmental Agreement with Metro to utilize their regional transportation modeling and forecasting data in the County's update of the Transportation System Plan (TSP). As the Metropolitan Planning Organization (MPO), Metro is responsible for maintaining the regional transportation model including updating the model to include the County TSP projects. All full model runs used in the TSP process must be generated by Metro staff.

This amendment extends the term of the agreement with Metro to June 30, 2013, in order to complete all of the modeling and forecasting analysis that must be included for the TSP update.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve Amendment No. 1 to the Intergovernmental Agreement between Clackamas County and Metro for Transportation Modeling/Forecasting Services (Metro Contract No. 930985).

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Larry Conrad at 503-742-4539.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 930965

This Amendment hereby amends the above titled contract between **Metro**, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and **Clackamas County**, hereinafter referred to as "County."

This amendment is a change order to the original Scope of Work as follows:

To complete work not completed in the original contract period due to project schedule changes, the contract expiration date is extended from **December 31, 2012** to **June 30, 2013** for **Transportation Modeling and Forecasting Services**.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CLACKAMAS COUNTY

METRO

By _____

By _____

Print Name _____

Print Name Michael G. Hoglund

Date _____

Date _____



16 COPY
CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Execution of an Intergovernmental Agreement for the
Transfer of the Road Authority for a Portion of Kenny Street
Outside its City Limits to the City of Lake Oswego**

The City of Lake Oswego (the "City") and the County have been working cooperatively to transfer portions of County roads which fall within or near the City limits to the City, giving the City "road authority" including maintenance, permitting, and road standards.

The portion of Kenny Street addressed in this agreement is adjacent to an existing City street and leads directly to the City. The process to transfer road authority of a county roadway located outside of the City but leading directly to it is governed by ORS 373.260(1)(b). The attached intergovernmental agreement transfers the road authority for a portion of Kenny Street from the County to the City. Road authority duties include responsibilities for construction and reconstruction; improvement, repair and maintenance; and the issuance of access permits.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve this Intergovernmental Agreement with the City of Lake Oswego for the transfer of the power of road authority over the portion of Kenny Street outside the limits of the City.

Sincerely,

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

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Bill Garity at 503-742-4674.

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO FOR RIGHTS AND DUTIES AS "ROAD AUTHORITY," REGARDING A PORTION OF KENNY STREET THAT IS OUTSIDE CITY LIMITS, INCLUDING MAINTENANCE, PERMITTING, AND ROAD STANDARDS.

Whereas, the City of Lake Oswego has authorized entering into this Intergovernmental Agreement pursuant to Resolution 12-43; and

Whereas, Clackamas County has authorized entering into this Intergovernmental Agreement pursuant to Order _____; and

Whereas, this Intergovernmental Agreement concerns a portion of Kenny Street (hereafter referred to as "roadway"):

The Portions of Road That are Outside of City Limits (See Attached Exhibit B-1)			
Road	County No.	DTD No	General Location
Kenny Street	2335	21240	Easterly boundary extension of 5625 Kenny Street to the intersection of Pilkington

Whereas, ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it, and said roadways lead directly to the City, as shown on Exhibit B-1; and

Whereas, ORS Ch. 190 (specifically ORS 190.010) authorizes intergovernmental agreements for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform as "road authority" relating to County roads, including maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ("CITY") AND CLACKAMAS COUNTY ("COUNTY") AGREE AS FOLLOWS:

1. County Transfer.

Except as hereafter provided, upon the effective date of this Agreement, the County transfers to the City, and the City accepts and assumes all rights and duties of the County as a road authority for the portions of roadways located outside of the City limits, including but not limited to:

- a. Construction and reconstruction
- b. Improvement or repair, and maintenance,
- c. Review of applications for access permits to the roadway, and the issuance of access permits,
- d. Establishing roadway standards.
- e. Acquisition of right-of-way, if necessary or convenient.

- f. Maintenance and repair of related facilities within the roadway, including storm water facilities, drainage.
- g. Review of application of street opening permits for improvements such as public and private utility installations.

2. Costs.

All costs incurred in carrying out the right and duties stated in Section 1 above shall be the responsibility of the City.

3. Roadway Improvement Standards.

Upon the effective date of this agreement, the roadway standards for future access to, work in, or development of the roadways shall be to the City roadway standards, as generally applicable to streets of the same classification within the City.

4. County Responsibilities.

a. Maintenance Records. Within 180 days following the effective date of this Agreement, the County shall provide all existing records, at the County's expense, related to the maintenance of the Roadways to City in both a hard copy and electronic format.

b. Unacceptable Conditions. If City determines in its discretion that the striping, reflective pavement markers or signage on any of the Roadways are in an unacceptable condition, City may, within 60 days of the effective date of this Agreement, provide the County with written notice of the unacceptable conditions. Within 180 days following receipt of the written notice, the County shall, at the County's expense, perform the striping, replace reflective pavement markers and replace signs on the Roadways as listed in the notice.

c. Permit Documentation. Within 180 days of the effective date of this Agreement, the County shall supply City with all documents and other information in the County's possession relating to all past as well as pending permits for any road-related work that would impact, or that has impacted the Roadways.

d. Permitting Authority. The County shall retain responsibility for administering all permits pending on the effective date of this Agreement, or for which work authorized by issued permits has not been completed as of the effective date of this Agreement, and that impact the Roadways. The County shall complete administration of these permits and supply City with documentation that work authorized by the permits has been completed, along with all relevant inspection reports and records. Responsibility for administering individual pending permits may be transferred to the City pursuant to mutual agreement between the parties.

e. As-built Information; Maintenance and Operation Records. Within 180 days of the date of this Agreement, the County shall, at the County's expense, provide City existing as-built information for the roadways in both hard copy and electronic format, and shall provide City all existing correspondence files, plans, maps and all other information related to the daily maintenance and operation of the roadways.

f. Future Fees and Permitting. The County waives all rights to future fees and/or permitting associated with the roadways.

g. Transition of Maintenance. The County shall work with City's Public Works Operations Division personnel in providing a smooth transition for the maintenance of the roadways.

h. Matters Impacting Roadways: City's Right to Comment. The County shall inform City in writing of any land use actions, decisions or permits that are pending or that become pending on or after the date of this Agreement that may impact the roadways, and shall consider City's input prior to making any decisions or recommendations related to such actions or prior to issuing any such permits.

i. Surface Water Drainage Facilities. City and County staff have conducted an on-site review of the drainage system and agree that certain items need to be addressed regarding the surface water system facilities within the roadway. Within 180 days of the effective date of the agreement, the County will clean and map all existing surface water facilities (including underground injection control (UIC) systems, if they exist) and provide the City with details such as, but not limited to, location, depth, inlet and outlet elevations, pipe size. This includes surface water drainage facilities on Kenny Street from the easterly boundary of 5625 Kenny Street to its intersection with Pilkington Road

5 City Responsibilities.

a. Future Fees and Permitting Authority. City shall collect fees and issue and administer permits, as deemed appropriate by City, for work performed on the Roadways. Fees shall be retained by City.

b. Future Matters Impacting Roads; Good Faith and Timely Comments. City shall work in good faith to provide pertinent, timely feedback to the County with respect to matters noted in paragraph 4.h of this Agreement.

c. Traffic Control Signs on this portion of Kenny Street. The City will be responsible for traffic control sign installation, maintenance, and replacement on this portion of Kenny Street positioned to control traffic that approach Pilkington Road. In particular, the stop sign, post, and street name signs for those approaches will become the responsibility of the City. All other traffic control devices west of this location will remain the responsibility of the County until such time in the future the streets are annexed or transferred as agreed by both agencies.

6 General Provisions.

a. Obey All Laws; Non-Discrimination. The County and the City of Lake Oswego agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation; 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.

b. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279.530 and 279.540 are incorporated by this reference as though fully set forth.

c. Insurance. 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 30.272.

d. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

e. Mutual Indemnification. The County and City, subject to the limitations and provisions of the Oregon Constitution and the Oregon Tort Claims Act, shall each indemnify, defend and hold harmless the other party, its officers, agents and employees, from all liability, loss or expenses, including attorney's fees, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained by the indemnifying party's intentional or negligent act or omission, related to the terms, covenants and obligations of this Agreement. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification, but is in addition to such common law or statutory provisions.

f. Severability. Any provisions herein which would conflict with law are deemed inoperative to that extent.

g. Amendment. This Agreement may be amended in writing by mutual consent of the parties.

h. Effective Date. This Agreement shall be effective as of the date of the last signature below.

City of Lake Oswego

By: Jack D. Hoffman
Jack D. Hoffman, Mayor

APPROVED AS TO FORM:

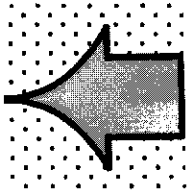
David D. Powell
David D. Powell, City Attorney

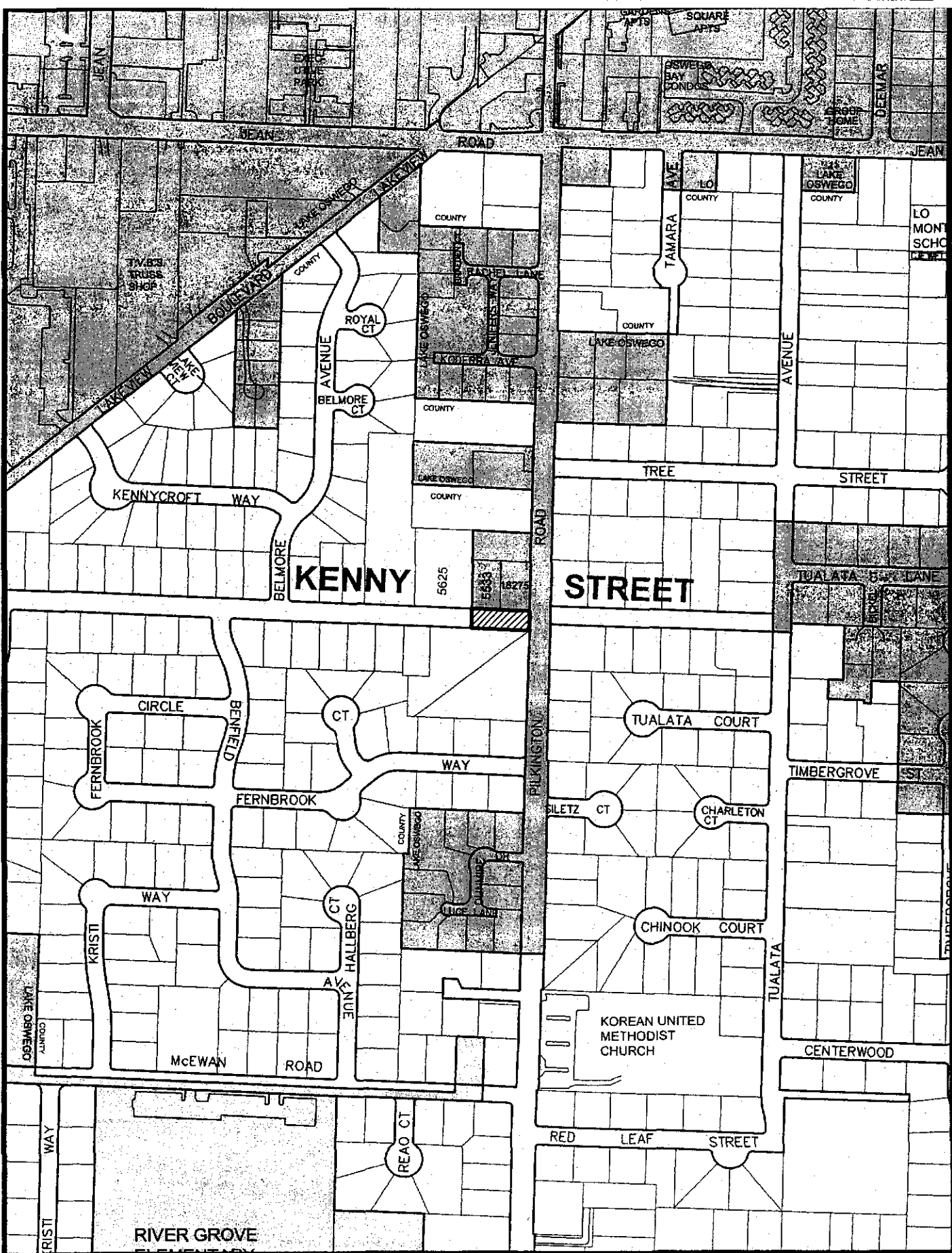
Clackamas County

By: _____
Chair, County Board of Commissioners


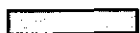
APPROVED AS TO FORM:

[Signature]
County Counsel





LEGEND

-  ROAD TO BE TRANSFERRED BY RESOLUTION
-  INSIDE CITY OF LAKE OSWEGO BOUNDARY



**EXHIBIT B-1
KENNY STREET**

JURISDICTIONAL TRANSFER FROM
CLACKAMAS COUNTY

DRAWN BY: RS	DESIGN BY: EM	DATE: 7/18/2012	PAGE: 1 OF 1
-----------------	------------------	--------------------	-----------------

RESOLUTION 12-43

A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF A PORTION OF BONITA ROAD INSIDE THE CITY LIMITS AND TRANSFER BY INTERGOVERNMENTAL AGREEMENT THE RIGHTS AND DUTIES OF "ROAD AUTHORITY" FOR A PORTION OF KENNY STREET OUTSIDE OF THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.

WHEREAS, annexations AN 06-0014 (5337 Bonita Road) and AN 08-0004 (5431 Bonita Road) brought two properties and their frontages along Bonita Road into the City limits, and

WHEREAS, the City is required to formally request a road transfer of jurisdiction as a result of such annexations, and

WHEREAS, subsequent land use actions on the aforementioned properties have included conditions of approval that require right-of-way improvements consistent with City of Lake Oswego Street Standards, and

WHEREAS, the portion of Bonita Road from its intersection with Carmen Drive to the westerly boundary of 5431 Bonita Road are within the City limits

WHEREAS, LU 08-0074 consisted of partitioning the property at 18275 Pilkington Road into two lots that were already inside the City Limits, and

WHEREAS, the partition at 18275 Pilkington Road created the need to provide sewer service to the new lot via a sewer extension on Kenny Street and conditions of approval included pathway improvements to City of Lake Oswego Street Standards, and

WHEREAS, the portion of Kenny Street from its intersection with Pilkington Road to the easterly boundary of 5625 Kenny Street is outside of the City limits, and

WHEREAS:

1. Portions of County Roads within City limits: ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of County roads such as Bonita Road (Exhibit A) that are within the City limits, and provides that upon the County's Board of Commissioners'

adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the portions of Bonita Road as a County road that is inside the City limits shall cease, and the full and absolute jurisdiction over the portions of Bonita Road within the City limits shall for all purposes of repair, construction, improvement and the levying and collection of assessments therefore shall vest in the City, except for any transfer reservations stated in the resolution; and

2. Portions of County Roads outside City limits:

a. ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it. Kenny Street leads directly to the City, as shown on Exhibit B-1. ORS 373.260(2) requires that the City and Clackamas County to agree upon the proportion that each shall contribute toward such acquisition, construction, improvement or repair and upon the method and kind of acquisition, construction, improvement or repair to be made.

b. ORS Ch. 190 (specifically ORS 190.010) authorizes an intergovernmental agreement between the City and Clackamas County for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform. The functions and activities relating to County roads include maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego that:

Section 1. County Roads Inside City Limits. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the portions of the following roadway(s) that are within the City limits, pursuant to ORS 373.270:

- a. Bonita Road from its intersection with Carmen Drive to the westerly boundary of 5431 Bonita Road (see attached **Exhibit A**).

Section 2. County Roads Outside City Limits. The Mayor is hereby authorized to sign an Intergovernmental Agreement with Clackamas County in the form attached as **Exhibit B**, for the transfer of the rights and duties as "road authority" for the portions of the below described County road(s) that are outside the City limits:

- a. Kenny Street from its intersection with Pilkington Road to the easterly boundary of 5625 Kenny Street (see attached **Exhibit B-1**)

as authorized under Oregon law, including but not limited to the construction, improvement or repair of, acquisition of right of way (if necessary), maintenance, review and issuance of access permits, and the development and maintenance of road standards.

Section 3. **Effective Date.** This Resolution shall take effect upon passage.

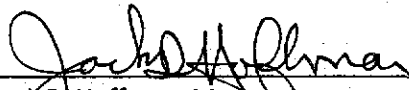
Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 17th day of July, 2012.

AYES: Mayor Hoffman, Gudman, Jordan, Kehoe, Moncrieff, Olson, Tierney

NOES: None

EXCUSED: None

ABSTAIN: None



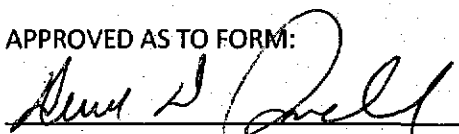
Jack D. Hoffman, Mayor

ATTEST:

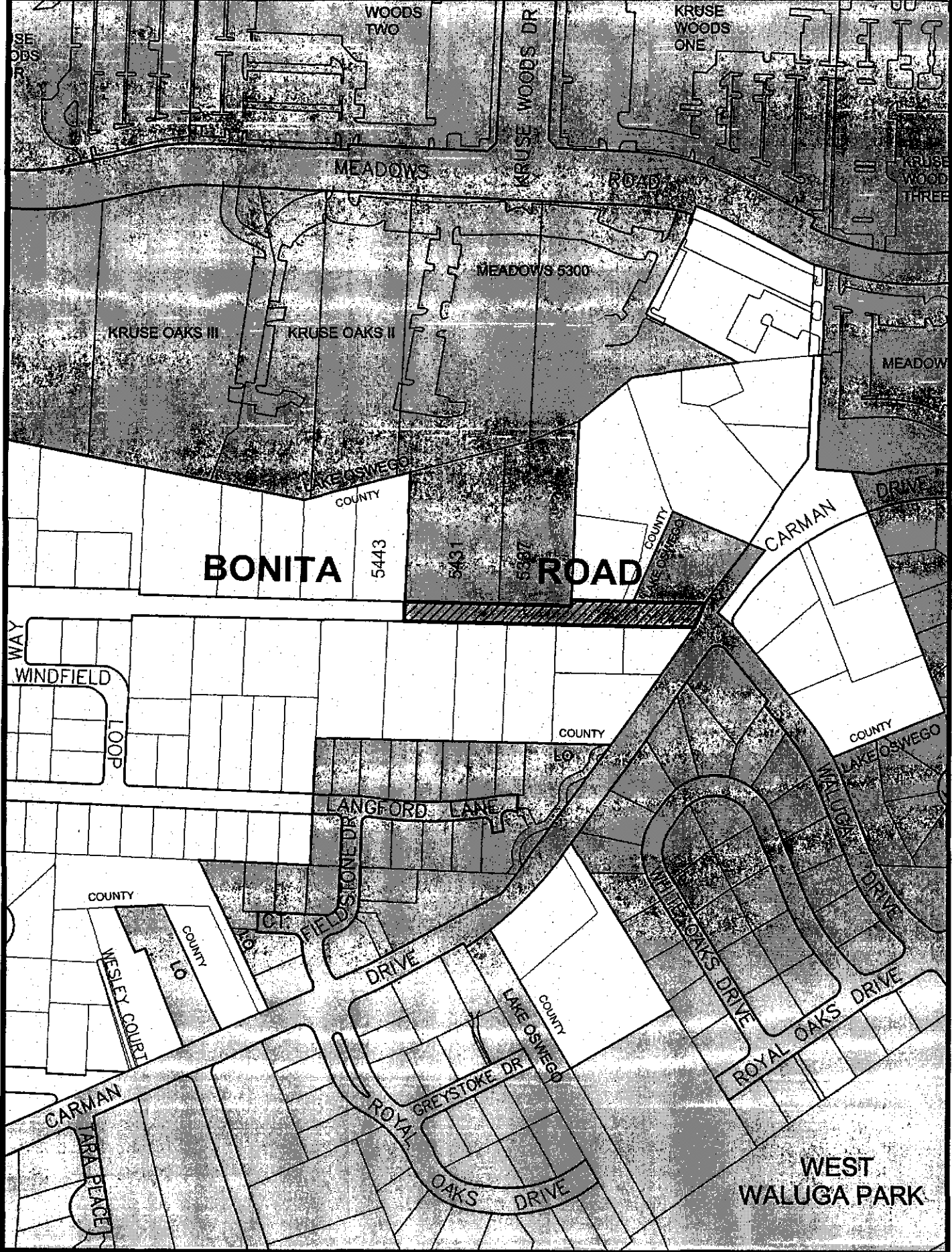


Catherine Schneider, City Recorder



APPROVED AS TO FORM:

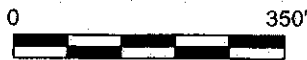


David D. Powell, City Attorney



LEGEND

-  ROAD TO BE TRANSFERRED
-  INSIDE CITY OF LAKE OSWEGO BOUNDARY



PUBLIC WORKS DEPARTMENT

EXHIBIT A
BONITA ROAD
 JURISDICTIONAL TRANSFER FROM
 CLACKAMAS COUNTY

DRAWN BY: RS	DESIGN BY: EM	DATE: 7/18/2012	PAGE: 1 OF 1
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INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO FOR RIGHTS AND DUTIES AS "ROAD AUTHORITY," REGARDING A PORTION OF KENNY STREET THAT IS OUTSIDE CITY LIMITS, INCLUDING MAINTENANCE, PERMITTING, AND ROAD STANDARDS.

Whereas, the City of Lake Oswego has authorized entering into this Intergovernmental Agreement pursuant to Resolution 12-43; and

Whereas, Clackamas County has authorized entering into this Intergovernmental Agreement pursuant to Order _____; and

Whereas, this Intergovernmental Agreement concerns a portion of Kenny Street (hereafter referred to as "roadway"):

The Portions of Road That are Outside of City Limits (See Attached Exhibit B-1)			
Road	County No.	DTD No	General Location
Kenny Street	2335	21240	Easterly boundary extension of 5625 Kenny Street to the intersection of Pilkington

Whereas, ORS 373.260(1)(b) authorizes an intergovernmental agreement between the City and Clackamas County for the construction, improvement or repair of, and the acquisition of right of way for county roads located outside of the City but leading directly to it, and said roadways lead directly to the City, as shown on Exhibit B-1; and

Whereas, ORS Ch. 190 (specifically ORS 190.010) authorizes intergovernmental agreements for the performance of any or all functions and activities that Clackamas County, its officers or agencies, have authority to perform as "road authority" relating to County roads, including maintenance, review and issuance of access permits, and the development and maintenance of road standards;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ("CITY") AND CLACKAMAS COUNTY ("COUNTY") AGREE AS FOLLOWS:

1. County Transfer.

Except as hereafter provided, upon the effective date of this Agreement, the County transfers to the City, and the City accepts and assumes all rights and duties of the County as a road authority for the portions of roadways located outside of the City limits, including but not limited to:

- a. Construction and reconstruction
- b. Improvement or repair, and maintenance,
- c. Review of applications for access permits to the roadway, and the issuance of access permits,
- d. Establishing roadway standards.
- e. Acquisition of right-of-way, if necessary or convenient.

- f. Maintenance and repair of related facilities within the roadway, including storm water facilities, drainage.
- g. Review of application of street opening permits for improvements such as public and private utility installations.

2. Costs.

All costs incurred in carrying out the right and duties stated in Section 1 above shall be the responsibility of the City.

3. Roadway Improvement Standards.

Upon the effective date of this agreement, the roadway standards for future access to, work in, or development of the roadways shall be to the City roadway standards, as generally applicable to streets of the same classification within the City.

4. County Responsibilities.

a. Maintenance Records. Within 180 days following the effective date of this Agreement, the County shall provide all existing records, at the County's expense, related to the maintenance of the Roadways to City in both a hard copy and electronic format.

b. Unacceptable Conditions. If City determines in its discretion that the striping, reflective pavement markers or signage on any of the Roadways are in an unacceptable condition, City may, within 60 days of the effective date of this Agreement, provide the County with written notice of the unacceptable conditions. Within 180 days following receipt of the written notice, the County shall, at the County's expense, perform the striping, replace reflective pavement markers and replace signs on the Roadways as listed in the notice.

c. Permit Documentation. Within 180 days of the effective date of this Agreement, the County shall supply City with all documents and other information in the County's possession relating to all past as well as pending permits for any road-related work that would impact, or that has impacted the Roadways.

d. Permitting Authority. The County shall retain responsibility for administering all permits pending on the effective date of this Agreement, or for which work authorized by issued permits has not been completed as of the effective date of this Agreement, and that impact the Roadways. The County shall complete administration of these permits and supply City with documentation that work authorized by the permits has been completed, along with all relevant inspection reports and records. Responsibility for administering individual pending permits may be transferred to the City pursuant to mutual agreement between the parties.

e. As-built Information; Maintenance and Operation Records. Within 180 days of the date of this Agreement, the County shall, at the County's expense, provide City existing as-built information for the roadways in both hard copy and electronic format, and shall provide City all existing correspondence files, plans, maps and all other information related to the daily maintenance and operation of the roadways.

f. Future Fees and Permitting. The County waives all rights to future fees and/or permitting associated with the roadways.

g. Transition of Maintenance. The County shall work with City's Public Works Operations Division personnel in providing a smooth transition for the maintenance of the roadways.

h. Matters Impacting Roadways: City's Right to Comment. The County shall inform City in writing of any land use actions, decisions or permits that are pending or that become pending on or after the date of this Agreement that may impact the roadways, and shall consider City's input prior to making any decisions or recommendations related to such actions or prior to issuing any such permits.

i. Surface Water Drainage Facilities. City and County staff have conducted an on-site review of the drainage system and agree that certain items need to be addressed regarding the surface water system facilities within the roadway. Within 180 days of the effective date of the agreement, the County will clean and map all existing surface water facilities (including underground injection control (UIC) systems, if they exist) and provide the City with details such as, but not limited to, location, depth, inlet and outlet elevations, pipe size. This includes surface water drainage facilities on Kenny Street from the easterly boundary of 5625 Kenny Street to its intersection with Pilkington Road

5 City Responsibilities.

a. Future Fees and Permitting Authority. City shall collect fees and issue and administer permits, as deemed appropriate by City, for work performed on the Roadways. Fees shall be retained by City.

b. Future Matters Impacting Roads; Good Faith and Timely Comments. City shall work in good faith to provide pertinent, timely feedback to the County with respect to matters noted in paragraph 4.h of this Agreement.

c. Traffic Control Signs on this portion of Kenny Street. The City will be responsible for traffic control sign installation, maintenance, and replacement on this portion of Kenny Street positioned to control traffic that approach Pilkington Road. In particular, the stop sign, post, and street name signs for those approaches will become the responsibility of the City. All other traffic control devices west of this location will remain the responsibility of the County until such time in the future the streets are annexed or transferred as agreed by both agencies.

6 General Provisions.

a. Obey All Laws; Non-Discrimination. The County and the City of Lake Oswego agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulation; 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.

b. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279.530 and 279.540 are incorporated by this reference as though fully set forth.

c. Insurance. 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 30.272.

d. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

e. Mutual Indemnification. The County and City, subject to the limitations and provisions of the Oregon Constitution and the Oregon Tort Claims Act, shall each indemnify, defend and hold harmless the other party, its officers, agents and employees, from all liability, loss or expenses, including attorney's fees, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained by the indemnifying party's intentional or negligent act or omission, related to the terms, covenants and obligations of this Agreement. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification, but is in addition to such common law or statutory provisions.

f. Severability. Any provisions herein which would conflict with law are deemed inoperative to that extent.

g. Amendment. This Agreement may be amended in writing by mutual consent of the parties.

h. Effective Date. This Agreement shall be effective as of the date of the last signature below.

City of Lake Oswego

Clackamas County

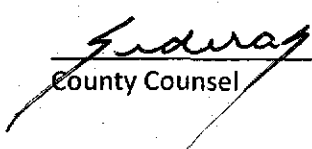
By: _____
Jack D. Hoffman, Mayor

By: _____
Chair, County Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David D. Powell, City Attorney



County Counsel



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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Creating a Petty Cash Account for the
Clackamas County Community Health Sandy Health & Wellness Center**

The attached Board Order creates a Petty Cash Account for the Clackamas County Community Health Sandy Health and Wellness Center located at 37400 Bell Street, Sandy, OR 97055.

This fund in the amount of \$100.00 will be used for emergent needs, as necessary, for internal clinical operations, as well as general office supplies. This program will maintain a Petty Cash Ledger and Petty Cash Reconciliation Form for documentation of funds disbursed and funds on hand.

There is no budget impact and the Petty Cash Account is still subject to all accounting controls and ORS regulations. This agenda item has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached board order creating a Petty Cash Account for the Community Health Sandy Health and Wellness Center in the amount of \$100.00.

Sincerely,

Marc S. Gonzales
Finance Director

cc: Sherry Whitehead, Director of Business Services

For Information on this issue or attachments please contact
Sherry Whitehead at (503) 742-5342

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MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Establishing a Change Fund for Clackamas County
Community Health Sandy Health & Wellness Center**

The attached Board Order establishes a change fund for the Clackamas County Community Health Center Sandy Health & Wellness Center located at 37400 Bell Street, Sandy, Oregon 97055.

Community Health has requested a change fund for their new Sandy Clinic. One check-in point will be established to serve clients. The station will carry a \$115.00 till. The largest percentage of the patient population tends to carry cash rather than using a checking account. Payment collection is required at point of service. This demands a sufficient amount at the check-out point to make change for large bills.

In addition, a backup change fund of \$100.00 will be held in the office to help provide extra cash for the till in order to avoid multiple bank runs for till replenishment. The clinic will have a locking safe on-site and a Policy and Procedure for cash handling. All employees handling cash will be provided appropriate training.

There is no budget impact and the change fund is still subject to all accounting controls and ORS regulations. County Counsel has reviewed and approved this agenda item.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached board order establishing a Change Fund for the Clackamas County Community Sandy Health and Wellness Center in the amount of \$215.00.

Sincerely,

Marc S. Gonzales
Finance Director

cc: Sherry Whitehead, Fiscal Supervisor

For Information on this issue or attachments please contact
Sherry Whitehead at (503) 742-5342



LANE MILLER
MANAGER

PURCHASING DIVISION

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase a new 2012 924H Caterpillar Wheel Loader
From Peterson Machinery Co. for the Department of Transportation and Development

The Clackamas County Department of Transportation and Development, Transportation Maintenance Division requests approval to purchase a new 2012 924H Caterpillar Loader. This vehicle is being purchased off of an existing National Joint Powers Alliance (NJPA) cooperative purchasing agreement # 100907. This purchase was requested by Samuel Irving, Jr., Transportation Operations Manager.

This vehicle will be used in our stockpiles to load material into dump trucks. The new vehicle will replace vehicle #579 which is at the end of its useful life in terms of safety, and maintenance costs.

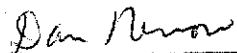
This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

The cost for the service vehicle is \$ 165,293.00. Funds for this purchase have been budgeted under FY 2012/2013 under line; 215-2410-00-485520. This purchase has been reviewed by Fleet Services.

Recommendation

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase a new 2012 924H Caterpillar Wheel Loader. Total purchase amount not to exceed \$165,293.00.

Respectfully Submitted,



Dan Nenow, C. P. M.
Purchasing Staff

For information on this purchase
please contact Warren Gadberry at 503-650-3988

Placed on the Agenda of Sept. 6th, 2012 by the Purchasing Division



DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

September 06, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR
To Purchase and Install a Flood Warning System for the Upper Sandy River Basin**

Attached please find the Hazard Mitigation Grant Program (HMGP) Intergovernmental Agreement (IGA) DR-1956-OR with the Oregon Military Department, Office of Emergency Management (OEM).

Following the January 16, 2011 floods, the County began working with the National Weather Service on a project to install a flood warning system for the upper Sandy River that provides a cost-effective and timely means to collect and deliver flood level information to residents, visitors, public officials and the media that is greatly needed for life safety and property protection. County Emergency Management is partnering with County Roads Operations to use the Federal Emergency Management Agency HMGP to purchase and install five SONAR-based river level monitoring gauges, solar cells, and transmission communication equipment on five County-owned upper basin bridges.

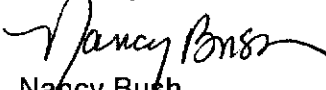
This system includes a base receiving and transmitting station at the local fire district office. From there, river levels will be automatically collected and uploaded to the National Weather Service (NWS) River Forecast Prediction Center web site for real-time public monitoring of potential flood conditions every fifteen minutes.

The IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

- Staff respectfully recommends that the Board approve and sign the attached IGA for the Hazard Mitigation Grant Program Contract DR-1956-OR; and

Sincerely,


Nancy Bush
Director

For information on this issue or copies of attachments
please contact Jay Wilson at (503) 723-4848

STATE OF OREGON

OREGON EMERGENCY MANAGEMENT

HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1956-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and the **Clackamas County**, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from severe winter storms, flooding, mudslides, landslides & debris flows on January 13-21, 2011.

WHEREAS Grantee is authorized by the 2011 FEMA-State Agreement for the February 17, 2011 Presidential Disaster Declaration (DR-1956-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1956-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Planning Grant entitled **Clackamas County – Upper Sandy River Basin Flood Warning System** dated January 2012 and described in the application materials¹ submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **May 22, 2012**² and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall

¹ To include cost estimates, scope of work and related materials

² Eligible pre-award planning activities as approved by FEMA in the scope of work project budget.

be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **May 31, 2015**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **May 31, 2015**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

4.0 CLOSE-OUT

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

5.0 FUNDING

The total estimated cost of the Project for the purpose of this Grant Agreement is **\$45,046**.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute seventy-five percent (75%) of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subparagraph 4 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement. The 75% Federal share for this project is **\$33,785**.

Subgrantee will commit the required twenty-five percent (25%) non-federal match to any eligible project.

6.0 PAYMENTS

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.

2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. Subgrantee is *not* entitled to receive federal administrative monies upon completion and closure of the Project for the costs of requesting, obtaining, and administering the Hazard Mitigation Program grant(s) for FEMA-DR-4055-OR.
4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-4055-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

8.0 RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. *These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General.* Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for three years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

9.0 AUDITS AND RECORDS

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.548), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

10.0 RECOVERY OF FUNDS

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to be owe funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the contract termination. Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to GRANTEE within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

16.0 GOVERNING LAW AND VENUE

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between GRANTEE and Subgrantee 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. Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
2. Notwithstanding Section 16.1, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

17.0 TERMINATION; RECOVERY OF FUNDS

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subgrantee will return of all federal funds paid to Subgrantee for the Project which have not been expended or irrevocably committed to eligible activities.
2. Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
 - a. A reduction in federal funds which are the basis for this Agreement, and/or,
 - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
3. Termination upon Noncompliance by Subgrantee
 - a. Grantee may terminate this Agreement, in whole or in part, immediately upon written notice to SUBGRANTEE, or at such later date as Grantee may establish in such notice, if SUBGRANTEE commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, Grantee may permit SUBGRANTEE an opportunity to cure the breach, default or failure in such time and on such terms as Grantee may specify in such notice.
 - b
 1. If Grantee's inspections and review of Subgrantee support documentation reveal deficiencies or unapproved variances in performance or documentation of the work, Grantee will notify the Subgrantee, which will correct deficiencies or variances before program closure.
 2. If Subgrantee's corrective actions do not resolve deficiencies or variances from the approved Project, Grantee will so notify Subgrantee. If Grantee determines that the deficiencies or variances constitute noncompliance with or nonconformance to the Hazard Mitigation Grant Program requirements or conditions, Grantee will notify Subgrantee of that determination and recover obligated funds from the Subgrantee and take other actions authorized or required under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience) that are appropriate in the circumstances.

18.0 SAVINGS

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

19.0 WAIVERS

The failure of Grantee to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

20.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.145(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

21.0 Subgrantee ASSURANCES

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and

Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.
10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.

11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

23.0 ACKNOWLEDGMENTS

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

24.0 INSURANCE

The Subgrantee will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

25.0 SEVERABILITY

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

26.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

27.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Paulina Layton
Section Director, Mitigation and Recovery Services Section
Oregon Emergency Management
P.O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax:

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

28.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

Governor's Authorized Representative
Oregon Emergency Management

Board of County Commissioners
Printed Name: _____
Title: _____

DATE: _____

DATE: _____

Oregon Emergency Management
P.O Box 14370
Salem, OR 97309-5062

Subgrantee -
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

CFDA: 97.039

Federal Tax ID No. (TIN): 93-60002286
FIPS: 057-28000

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22
COPY
GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

September 6, 2012

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorizing the Director of Business and Community Services to
Sign a Memorandum of Understanding with the Hoodland Women's
Club, Inc. regarding a new Community Center**

The County Parks division has been working diligently with the Hoodland Women's Club to establish a new community center at the site of the existing Dorman Center. The Women's Club has indicated that potential funders have requested additional written commitments to assure them that the County is fully supportive of the effort and will be continuing to support steps to move the project toward construction. The requested commitment also calls for an indication that the County will be willing to enter into a long-term lease agreement with the Women's Club so that the funded improvements will be dedicated to serving the community for the foreseeable future. Representatives of the Women's Club, along with a team of county management staff have developed the subject non-binding Memorandum of Understanding in an effort to detail the continuing working relationship between the two parties, and specifying roles and responsibilities of the parties as the project moves through the funding, design and development phases. The agreement further clarifies the County's financial commitment to the project with up to \$30,000 of funding for an Environmental Site Assessment and the development of a Request for Proposals, with an additional \$200,000 (the remainder of an initial \$250,000 budget) reserved for construction. The County previously spent \$20,000 of its originally budgeted contribution on a site assessment and structural analysis requested by the Women's Club.

Recommendation

Authorize the Director of Business & Community Services to Sign the Memorandum of Understanding with the Hoodland Woman's Club, Inc.

Sincerely,

Gary Barth, Director
Business and Community Services

For information on this issue or copies of attachments please contact Jeroen Kok at 503.742.4421

MEMORANDUM OF UNDERSTANDING

DATED: September 6, 2012 (the “**Effective Date**”)

BETWEEN: CLACKAMAS COUNTY
Clackamas County Parks & Forests Department
150 Beaver Creek Road
Oregon City, Oregon 97045
 (“**COUNTY**”)

AND: HOODLAND WOMEN’S CLUB, INC., a nonprofit corporation of the State of Oregon
25400 East Salmon River Road
PO Box 52
Welches, Oregon 97067
 (“**HWC**”)

Clackamas County currently owns the Dorman Center, located at 25400 East Salmon River Road in Welches, Oregon which has over time housed a senior center, child care services and other community-oriented activities. The Hoodland Women’s Club manages the Dorman Center on behalf of the County through a renewable property management agreement. The County wishes to identify a cost-effective and efficient use of the County’s property while supporting needed public services in the Hoodland community. The County has reserved certain County Parks Trust funds to support a new community center building. While co-locating community activities into a single building is seen as desirable, the Dorman Center cannot accommodate these functions and other desired community facilities within the existing structure. The County has conducted a site assessment study to assess site constraints and the upgrades required to meet current codes. The County has also conducted an architectural and structural assessment of the existing Dorman Center building to document its existing condition and identify needed repairs. The HWC has assembled a development team to pursue tenants and fundraising for a new consolidated and expanded community center building.

It is the understanding of the parties to this non-binding Memorandum of Understanding (“MOU”) that the Project (as defined below) will include the development of a new community-focused building, associated parking and other improvements which may be necessary to meet code requirements and the conditions of approval issued by the County, on a portion of the Property. HWC’s proposal for development of the Hoodland Community Center is summarized as follows: approximately 12,500 square feet building program, including public library, senior center, community/multi-purpose

room with catering kitchen, children's programs, offices, lobby, and parking sufficient for the building tenants (collectively, the "Project"). The project received approval of a Conditional Use Permit (Z0884-06-C), issued by Clackamas County on February 27, 2007. The parties recognize that elements of the Project may evolve, change or be modified as more information about the Property, the area, community needs and the market is developed and assessed. Such changes or modifications shall be subject to applicable County approvals.

The purpose of this MOU is to set forth the agreements and understandings of the parties that will provide the basis for the negotiation of a binding lease agreement (the "Lease") and possibly a disposition and development agreement. It is the intention of the parties that the Lease be consistent with this MOU and set forth the terms and conditions necessary to establish the binding obligations of the parties in connection with the leasing, financing, and development of the Property in order to build the Project and to accomplish COUNTY's and HWC's goals.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this MOU, COUNTY and HWC agree as follows:

AGREEMENT

SECTION 1. NON-BINDING EFFECT OF MOU

With the exception of Paragraph 7.5 below, this MOU is not a binding legal document. The parties to this MOU intend and agree to be legally bound solely by Paragraph 7.5 (Exclusivity) of this MOU. This MOU sets forth the preliminary understandings of the parties that form the basis for Negotiations of a Lease, pursuant to Section 3 below.

SECTION 2. TERM OF MOU

This MOU is effective on the Effective Date and will continue for a period of one year or until terminated by either (a) written notice of termination by a party; or (b) the execution of a Lease between COUNTY and HWC (the "Termination Date"). The term of this MOU may be extended for a period of one year based on the mutual agreement of the parties and subject to the HWC demonstrating substantial progress towards successfully achieving the fundraising goals and other prerequisites to project construction.

SECTION 3. NEGOTIATION OF A LEASE

During the term of this MOU, HWC and COUNTY will, in good faith, negotiate the terms of the Lease. In those negotiations, each party shall be free, in their respective good faith discretion, to agree or not agree on the proposed terms of the Lease. The parties intend that the Lease will be consistent with this

MOU. However, the County's obligation to consider entering into a lease is subject to the HWC demonstrating substantial progress towards successfully achieving the fundraising goals and other prerequisites to project construction.

THE PROPERTY

3.1. The Property. COUNTY owns a 3.96 acre parcel, more particularly described in Exhibit A. The property includes the Dorman Center, paved parking area, a community garden, playground and an undeveloped stand of mature trees.

3.2. The Lease Area. The COUNTY and HWC have jointly developed a Community Center Site Concept ("Project") which delineates the Lease Area and is attached as Exhibit B (Site Concept). Development and operation of the Project will occupy approximately two acres of the site. The balance of the site will continue to be the responsibility of the County (subject to negotiation).

3.3. Property Tax Exemption. As the building owner, the HWC qualifies to pursue a property tax exemption based upon the public nonprofit uses planned for the site.

3.4. Execution of the Lease.

3.4.1. The parties understand that in consideration for HWC entering into the Lease, the parties intend to enter into a 55-year ground lease (Lease) at a rate of \$1 per year for the building parking area, community garden and associated activity areas. The Lease will become effective upon: 1) HWC securing sufficient funds, including those to be provided by the County, to pay for all Project costs; and 2) the granting of a building permit, and all other associated permits for the Project. HWC will agree to develop the Property in the manner specified herein, in the Lease, and pursuant to all applicable permits and approvals.

3.4.2. Maintenance and Operation of the Property pending execution of the Lease. The Property Management Agreement between the HWC and the County, which detailed the circumstances under which the HWC was allowed to utilize the property and the responsibilities of each party in the management and maintenance of the site, is attached as Exhibit G. The agreement expired on July 5, 2012, based on the HWC exercising their option to terminate. As a result, the HWC has no current interest or obligation in the property. Because certain current tenants of the

building wished to or needed to stay in the Dorman Center past July 5, 2012, the County accommodated requests by existing occupants of the property to remain in the building until September 15, 2012, by entering into individual temporary use agreements. In addition, the County intends to execute an agreement to formalize the existence of the community garden, with the intent that it will remain in the current location and footprint for the near-term. Furthermore, the COUNTY represents that during the terms of the MOU it will not enter into any agreement pertaining to the Property regarding the sale, rental, or management of the Property, other than in the normal course of COUNTY's business, without the prior written consent of HWC, which consent will not be unreasonably withheld, conditioned, or delayed. HWC agrees that COUNTY must maintain flexibility with regard to the operations of the Dorman Center. COUNTY will have the ability, in its sole discretion, to continue operations or shut down and preserve all or part of the Dorman Center.

SECTION 4. COUNTY RESPONSIBILITIES

- 4.1. Review/approve Project Scope, Budget and Schedule.**
- 4.2. Participate in Contractor Selection Process.** Since public funds will be utilized in the construction of a new community center, COUNTY will participate in and provide support for this process including distribution of information and materials to qualified Contractors.
- 4.3. Participate in Project Design Coordination Meetings.** COUNTY will participate in regular progress meetings to coordinate construction document preparation. COUNTY will approve or disapprove of material changes to the Project described in Exhibit B within 30 days of the date of submission.
- 4.4. Distribute Funds for Project Construction.** COUNTY has designated specific Project Funds to be available for construction of the Project construction expenses. The availability of the COUNTY funds is contingent on HWC's successful completion of its fundraising. COUNTY will not authorize use of Project Funds without written approval from HWC.
- 4.5. Cooperatively Program Site Activities.** Consult and cooperate with HWC in future site activities programming pursuant to the terms of the Lease.

- 4.6. Provide Site Due Diligence Information.** At its own cost, a total of \$20,000 has been deducted from the balance of the \$250,000 the COUNTY has dedicated toward the project. The COUNTY has caused a Hoodland Community Center Site Analysis and Cost Estimate, and a separate Structural and Architectural Assessment of the existing Dorman Center. Per an additional request by the Hoodland Women’s Club, up to \$5,000 of County Park Trust Fund is being committed to hire a consultant to complete a Phase 1 Environmental Site Assessment (ESA), and an additional amount, not to exceed \$25,000 is being committed to hire a consultant to complete a detailed Request For Proposals (RFP) in order to prepare the project for a design/build contracting method. The County will take the lead on completion of the ESA. HWC is authorized to hire a competent and qualified consultant to complete the RFP, the total cost of which is not to exceed \$25,000. County funds for the RFP work will be paid to the HWC on an invoice basis for work completed. The County shall have the ability to review and comment on the consultant selected for the work, the work plan and budget, and on the draft RFP before it is finalized. The remaining County Park Trust Fund balance (\$200,000) will be reserved for construction only, and will only be provided once all other funding is in place to complete the project. Documentation indicating full project funding shall be provided to the County prior to construction.
- 4.7. Lease Agreement.** Endeavor to enter into a Lease Agreement with HWC consistent with the terms described in this Memorandum of Understanding.
- 4.8. Dorman Center.** Manage community discussions, as needed, related to future use of the Dorman Center.

SECTION 5. HWC RESPONSIBILITIES

- 5.1. Finalize Building Program and Project Budget.** HWC has developed a preliminary Project Budget (Exhibit C). The budget is intended to be incorporated into the Contractor selection process. The Project Budget does not reflect prevailing-wage requirements based upon the condition that the programmed public improvement (i.e., library space) is less than 25% of the building square footage. The Project Budget is subject to change based on a number of factors, such as the application of prevailing wage and public contracting requirements to

the project. The Project Concept (Building Program and Pro Forma) are described in Exhibit D.

- 5.2. Development Team.** HWC will assemble a competent and professional development team capable of completing the Project that will include among others a Project Coordinator, Development Project Manager and a design/construction team.
- 5.3. Manage Contractor Selection Process.** It is the intention of the parties that HWC will be responsible for managing Contractor selection process including preparation of solicitation documents, process organization and prospective Contractor communications. The parties acknowledge that the provisions of ORS 279A, ORS 279B and ORS 279C *et seq.* Oregon Public Contracting Law will apply to this project. Failure to comply may result in the withdrawal of County funding.
- 5.4. Manage Design and Construction Activities.** HWC agrees to manage Contractor design and construction activities. HWC will cause the preparation of construction drawings and related documents and will forward those documents to the County for review and approval at the 60% and 90% complete milestones.
- 5.5. Construction Oversight.** HWC agrees to cause the construction of buildings and site improvements substantially consistent with Exhibit B and use best efforts to meet the schedule outlined in this Memorandum of Understanding.
- 5.6. Building Lease-up.** HWC agrees to manage the tenant lease-up and tenant improvements.
- 5.7. Building Operation.** HWC will own and manage the Project pursuant to the terms of the Lease.
- 5.8. Dorman Center.** HWC agrees to cooperate with the COUNTY to integrate Dorman Center structural elements into the project to the greatest extent feasible.
- 5.9. Plans, Drawings and COUNTY Review.** HWC will diligently and timely pursue the design work necessary to construct the Project. The project will be subject to COUNTY review and approval.

SECTION 6. JOINT OBLIGATIONS

- 6.1. In connection with the Project, HWC and COUNTY agree to jointly undertake the following:**

- 6.2. Public Outreach.** Both HWC and COUNTY will work in partnership consistent with COUNTY's public outreach policies to keep identified stakeholder groups informed throughout the design, pre-construction, and construction processes of the Project.
- 6.3. Development of Project Schedule.** HWC and COUNTY agree to work together diligently to develop a Project Schedule similar in form to that included in Exhibit E.
- 6.4. Project Team Meetings.** HWC and COUNTY each agree to designate certain individuals of their respective project teams to be part of a "Project Coordination Team." Subject to the availability of COUNTY staff, the Project Coordination Team agrees to meet not less frequently than every other week so as to expeditiously work toward the satisfactory negotiation of the Lease and to move forward toward construction of the Project
- 6.5. Development of Project Financing Plan.** HWC will develop a funding strategy for the Project that includes all financing necessary to complete construction of the Project. The parties understand that private financing in connection with the Project shall be at HWC's discretion. The parties understand that COUNTY's level of financial participation as described in this MOU is contingent upon HWC's successful completion of its fundraising efforts. Project Budget (Exhibit C).
- 6.6. Project Lease.** COUNTY and HWC agree to negotiate in good faith the terms and conditions for a 55-year Lease agreement at \$1/year payment. The lease shall be automatically renewed for an additional 55 years unless one of the parties provides notice of termination.
- 6.7. Frontage Improvements.** Specific frontage improvements of East Salmon River Road are required as part of the Conditional Use Approval for the Project (Exhibit F).

SECTION 7. GENERAL PROVISIONS

- 7.1. Complete Agreement.** This non-binding MOU constitutes the complete agreement of the parties with respect to the matters covered by this MOU and supersedes and replaces all prior written or oral agreements on the same matters.
- 7.2. Amendments.** This MOU may only be amended by a written agreement signed by the parties.
- 7.3. Lease Agreement.** The Lease will be a binding agreement between the parties and, if applicable, other governmental entities participating in the Project. The Lease will set out all

terms, provisions, rights and performance obligations regarding the development and operation of the Project. As part of, or in association with the Lease, the parties will enter into all such agreements necessary to implement the intent of the Lease, including without limitation conditions precedent to executing a Lease, financing and start of construction. COUNTY will present the Lease for approval to governmental entities holding an approval right over the terms of the Lease. The parties shall complete negotiations and enter into the Lease in accordance with the Project Schedule. COUNTY will generate the initial draft of the Lease.

7.4. Negotiations Processes, Principles, and Protocols.

No agreement shall be deemed effective until duly authorized by all governmental entities required by law and by all signatories to such agreements.

7.4.1. To the extent that HWC would like to obtain confidential treatment of written materials during the course of negotiations, it may: (1) make copies available for COUNTY's inspection only, but not copying; or (2) enclose such materials in an envelope sealed and marked "Confidential" and deliver it to the COUNTY Office of the General Counsel. COUNTY does not guarantee confidentiality. In the event that COUNTY may be required to share information considered by HWC to be confidential, COUNTY shall notify HWC prior to making such information available.

7.5. Exclusivity. This MOU shall be effective when executed by both parties. HWC, or its designated representative, will retain the exclusive right to negotiate a Lease with COUNTY, and COUNTY will be bound to refrain from negotiating with other parties for development of the Property, until the Termination Date (the "Exclusivity Period"). The Exclusivity Period may be extended by mutual agreement implemented through an amendment of this MOU, or terminated earlier in accordance with Paragraph 7.10 below.

7.6. Non-Binding Agreement. Except for the exclusivity provision in Paragraph 7.5 above, this MOU is a statement of the current intent of the parties, and does not create a binding agreement between the parties and may not be relied upon as a basis for contract by estoppel or serve as the basis for a claim based on detrimental reliance or any other theory. The parties understand that, with the exception of Paragraph 7.5 above, no party shall be

bound until the Lease has been negotiated, executed, delivered, and approved by HWC and COUNTY.

7.7. COUNTY Approvals. HWC agrees to submit the Project drawings and plans to COUNTY for design review approval at all phases of the Project, including construction. HWC will also include COUNTY in the distribution of design documents for their review. The Project will be subject to the COUNTY's regular review processes.

7.8. Notices. All notices required by, or relating to, this MOU or the Property will be in writing, and sent by personal delivery, by overnight delivery, or by facsimile with a telephonic confirmation of receipt. Notices shall be effective when delivered by personal delivery, overnight delivery, or facsimile transmission.

Correspondence concerning the Project shall be addressed to:

For COUNTY:

Jeroen Kok, Manager
Clackamas County Parks & Forest Division
150 Beaver Creek Road
Oregon City, OR 97045
Phone: 503-742-4421 FAX: 503-742-4420
Email: JKok@clackamas.us

For HWC:

Hoodland Women's Club
ATTN: Marilan Anderson
768699 E Fairview Ave
PO Box 1047
Welches, OR 97067
Email: mauimarilan@msn.com

7.9. Authorization. HWC will obtain all approvals required by law, bylaws, operating agreements, and pertinent corporate documents in order to enter into this MOU.

7.10. Termination. Either party may terminate this MOU (the "Terminating Party") in writing stating the reasons for such termination. In the event of termination each party shall be solely responsible for its own expenses incurred during the term of the MOU. Unless terminated earlier in accordance with this Agreement, or extended by mutual agreement by

the parties, this MOU shall automatically terminate, without any further action by either party, on the Termination Date.

7.11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

7.12. Time is of the Essence. Time is of the essence in the performance of each and every provision of this MOU.

7.13. Exhibits. The following exhibits are incorporated herein by this reference and made a part of this MOU:

- Exhibit A Site Survey/Property Map
- Exhibit B Site Concept – The Project (*prepared by HHPR*)
- Exhibit C Project Budget
- Exhibit D Project Concept
- Exhibit E Project Schedule
- Exhibit F Clackamas County Conditional Use Permit (Z0884-06-C),
- Exhibit G Property Management Agreement (expired July 5, 2012)

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the Effective Date.

HWC:

By: _____

Name:

Title:

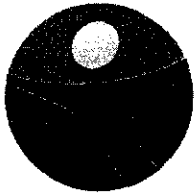
CLACKAMAS COUNTY:

By: _____

Name:

Title:

Approved as to form:



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

23

September 6, 2012

Board of Commissioners acting as the Board of Directors for NCPRD
Clackamas County

Members of the Board:

**Approval of a Patrol and Enforcement Intergovernmental Agreement
with the City of Happy Valley and Metro**

NCPRD, Metro and Happy Valley have been working together to improve enforcement of park rules at a number of park properties located within the City of Happy Valley. The attached IGA lays out the roles and responsibilities of each agency as they specifically relate to enforcement at Mount Talbert Nature Park, Scouter Mountain, the Miller property, the Rogers property, the Burright property and other future properties acquired by Metro within the City. (Please see exhibit A of the IGA for a map of the properties). Because this is a three party agreement, only two of the above-mentioned properties apply to NCPRD – Mount Talbert Nature Park and Scouter Mountain. The other properties are either entirely managed or owned by Metro, or by the City of Happy Valley. However, the proposed IGA identifies the City of Happy Valley as the main enforcement authority at all of these sites. County Counsel has reviewed and approved the attached IGA.

Mount Talbert is a 224-acre nature park located within the NCPRD. The park is jointly owned by NCPRD and Metro. NCPRD operates and maintains the park on a day-to-day basis through an existing IGA with Metro. On November 22, 2011, the Board passed Board Order 2011-88, approving the annexation of Mount Talbert to the City of Happy Valley and the property was officially annexed to the City in April of 2012. Enforcement of park rules was discussed publically with the Board during a study session on June 5, 2012, the NCPRD District Advisory Board and park neighbors at Mt. Talbert and Scouter Mtn. Both Metro and the City of Happy Valley have already signed the IGA.

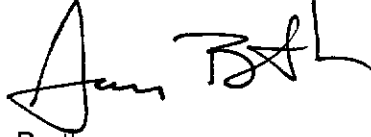
Scouter Mountain is a 100-acre property owned entirely by Metro located within NCPRD. Of the 100 acres, 70 acres will be operated and managed by NCPRD through an existing IGA. The property is currently closed to the public. However, Metro, NCPRD and the City of Happy Valley are working together to construct visitor improvements to the site and anticipate the park will be open in the summer of 2013.

Through this IGA the partners will be able to provide an increased level of service for rules enforcement at these properties with the goal of improving visitor experiences, reducing complaints and protecting natural resources.

RECOMMENDATIONS:

Staff and The DAB respectfully recommend adoption of the Patrol and Enforcement Intergovernmental Agreement with the City of Happy Valley and Metro.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Barth". The signature is stylized with a large initial "G" and a long horizontal stroke.

Gary Barth
Director, NCPRD

For more information on this issue or attachments please contact Michelle Healy at 503-742-4356
or email michellehea@co.clackamas.or.us

INTERGOVERNMENTAL AGREEMENT
(PATROL AND ENFORCEMENT AGREEMENT)



This Intergovernmental Agreement (“Agreement”), entered into on the last date of signature below (the “Effective Date”), is by and among Metro, an Oregon municipal corporation (“Metro”), North Clackamas Parks and Recreation District, a service district of Clackamas County organized pursuant to ORS chapter 451 (“NCPRD”), and the City of Happy Valley, an Oregon municipal corporation (the “City”) (collectively, the “Parties,” and each individually, a “Party”).

RECITALS

A. The voters of the Metro region have approved two ballot measures (Metro Ballot Measure 26-26 in 1995, and Metro Ballot Measure 26-80 in 2006) to provide funds to protect and preserve natural areas within the Metro region, and pursuant to the aforementioned ballot measures, Metro has either alone, or in cooperation with the City or NCPRD, acquired real property within the City, as more specifically described in the Recitals below;

B. Metro and NCPRD acquired portions of the property known as the Mt. Talbert Natural Area, which property is depicted on the attached Exhibit A (the “Mt. Talbert Property”), and Metro and NCPRD entered into an Intergovernmental Agreement, dated May 20, 2010, to provide for NCPRD’s long-term management of the Mt. Talbert Property (the “Mt. Talbert IGA”);

C. Metro has acquired property commonly known as Tax Lot 12E36B 00700 and Tax Lot 12E36B 00790 in Section 25 of Township 1 South, Range 2 East of the Willamette Meridian, as depicted on the attached Exhibit A (the “Scouter Mountain Property”), and Metro and NCPRD entered into an Intergovernmental Agreement, effective December 21, 2010, to provide for NCPRD’s long-term management of the Scouter Mountain Property (the “Scouts IGA”);

D. Metro and the City acquired property commonly known as Tax Lots 2300 and 2600, in Township 1 South, Range 2 East of the Willamette Meridian, Section 25A, as depicted on the attached Exhibit A (the “Miller Property”), and the City and Metro entered into an Intergovernmental Agreement, effective June 30, 2008, to provide for the long-term management of the Miller Property (the “Miller IGA”);

E. Metro acquired property commonly known as Tax Lot 300 in Section 25 of Township 1 South, Range 2 East of the Willamette Meridian, as depicted on the attached Exhibit A (the “Rogers Property”);

F. Metro acquired property legally described as Parcel 5, PARTITION PLAT NO. 2011-046, in the City of Happy Valley, County of Clackamas, and State of Oregon, as depicted on the attached Exhibit A (the “Burright Property”); and

G. Notwithstanding that the Mt. Talbert IGA, the Scouts IGA, and the Miller IGA (collectively, the “IGAs”) may state that the property manager will provide security services to the applicable property, the Parties desire for the City to provide security, patrols and other law and code enforcement services to the properties referenced above, and potentially other properties that Metro may acquire within the City, and the Parties are entering into this Agreement to set forth the terms of the City’s commitment to provide such security services.

NOW, THEREFORE, in consideration of the foregoing, and mutual covenants herein, the Parties agree as follows:

1. Properties to Receive Patrol or Enforcement Services.

1.1. This Agreement shall be applicable to: (a) the Mt. Talbert Property, the Scouter Mountain Property, the Miller Property, the Rogers Property, and the Burrignt Property; and (b) properties that may be acquired by Metro within the City, to the extent that Metro has notified the City that Metro wishes the City to provide patrols and code enforcement services to such property, and the City has accepted such responsibility pursuant to Section 1.2 of this Agreement. Such properties shall be collectively referred to herein as the “Supervised Properties,” and individually as a “Supervised Property.”

1.2. Metro will request the City’s enforcement services (as set forth in more detail in Section 2, below) for newly acquired properties by formal written request to the attention of the City’s representative identified in Section 5.5, below. Not later than thirty (30) days after receiving Metro’s request, the City shall provide to Metro written notice stating whether the City will provide enforcement services to the Property.

1.3. The City, by its approval of this Agreement, hereby delegates responsibility to, and authorizes, the person named as the City’s representative in Section 5.5, or the designee of such person, to determine whether the City will accept responsibility to provide patrols or code enforcement services to a property. Said representative is authorized to bind the City to provide patrols or code enforcement services to such property in accordance with this Agreement without any further approval or consent from the City Council.

1.4. By accepting the responsibility to provide enforcement services to the Supervised Properties, as set forth in this Agreement, the City agrees to be responsible for funding the cost of such services, with the City’s own financial and staffing resources.

2. Scope of Enforcement Services. Notwithstanding anything to the contrary in the IGAs, the City shall provide the following services to the Supervised Properties:

2.1. Patrols. With respect to those Supervised Properties that are officially open to the public, the City will patrol such properties as often as time allows, on a weekly basis. A Supervised Property is “open to the public,” if it either (a) has constructed (not informal) trails, outdoor furniture, signage, visitor information available on site or on the internet, or other substantial evidence that the property is open to the public, or (b) is immediately adjacent to a property or properties that meet the criteria in the foregoing section (a). As of the date of this

Agreement, the Mt. Talbert property is the only Supervised Property open to the public. Notwithstanding the fact that a Supervised Property may not be open to the public, the City may elect to provide patrols to such properties, in the City's sole discretion.

2.2. Code and Rule Enforcement. Regardless of whether any Supervised Property is open to the public, the City will respond to complaints by the public or another party to this Agreement of any disturbances on the Supervised Properties and take enforcement action as the City deems appropriate, in the City's sole discretion, against individuals observed or known to be violating: (a) any State, County, City, or Metro code, (b) any Metro rules, regulations, or policies that apply to Metro's natural areas (the "Metro Rules"), (c) any rules, regulations, or policies of NCPRD (the "NCPRD Rules"); or (d) any regulations that apply specifically to the applicable Supervised Property (the "Property Rules"), as set forth in any park rules or management plan adopted for such property. In the event of a conflict among any of the jurisdictions' code sections or rules, the more restrictive shall apply. The City acknowledges and agrees that the City has the authority to enforce Metro's code, the Metro Rules, any Property Rules, and the NCPRD Rules for each of the Supervised Properties pursuant to Ordinance No. 222 and the administrative rules adopted thereunder, attached as Exhibit B to this Agreement. While either Metro (or its assignee), the City, or NCPRD may have the responsibility to manage the Supervised Properties to, among other things, discourage any disturbances or code or rule violations in general, the City shall have the right pursuant to this Agreement to take any action that it deems appropriate in response to specific violations of such codes or rules by individuals. The City may issue citations for such violations and bring actions to the City's Municipal Court for adjudication.

2.3. Amendments to Metro Code, Metro Rules or Property Rules. Metro agrees to provide the City and NCPRD with a copy of any amendments to the Metro code, Metro Rules or Property Rules that pertain to any of the Supervised Properties within fifteen (15) calendar days of such amendments taking effect. The City agrees to amend the administrative rules, attached as Exhibit B to this Agreement, to reflect any such amendments. The City shall not be responsible for enforcing any provision of the Metro code, Metro Rules or Property Rules for which Metro has not provided notice under this section or of which the City personnel who are responsible for enforcement have had no actual notice. Metro shall, pursuant and subject to the terms and conditions of Section 5.1 of this Agreement, defend and indemnify the City in any action brought against the City to the extent that it is based upon the City's enforcement of a provision of the Metro code, Metro Rules or Property Rule, which has no equivalent in any State, County or City code that the City would otherwise have authority to enforce, and except to the extent such action is based upon the City's negligence or intentional misconduct in the enforcement of such provision. The parties agree that Metro shall have no duty to defend and indemnify the City pursuant to this Section or Section 5.1 in any action brought against the City based upon the City's enforcement of a provision of the Metro code, Metro Rules or Property rules when (a) the code provision or rule being enforced by the City was repealed prior to the enforcement action; and (b) the City had notice of such repeal pursuant to this section prior to the enforcement action or City personnel who are responsible for enforcement had actual notice of such repeal prior to the enforcement action.

2.4. Amendments to NCPRD Rules. NCPRD agrees to provide the City and Metro with a copy of any amendments to the NCPRD Rules that pertain to any of the Supervised Properties within fifteen (15) calendar days of such amendments taking effect. The City agrees to amend the administrative rules, attached as Exhibit B to this Agreement, to reflect any such amendments. The City shall not be responsible for enforcing any provision of the NCPRD Rules for which NCPRD has not provided notice under this section or of which the City personnel who are responsible for enforcement have had no actual notice. NCPRD shall, pursuant and subject to the terms and conditions of Section 5.1 of this Agreement, defend and indemnify the City in any action brought against the City to the extent that it is based upon the City's enforcement of a provision of the NCPRD Rules, which have no equivalent in any State, County or City code that the City would otherwise have authority to enforce, and except to the extent such action is based upon the City's negligence or intentional misconduct in the enforcement of such provision. The parties agree that NCPRD shall have no duty to defend and indemnify the City pursuant to this Section or Section 5.1 in any action brought against the City based upon the City's enforcement of a provision of the NCPRD Rules when (a) the rule being enforced by the City was repealed prior to the enforcement action, and (b) the City had notice of such repeal pursuant to this section prior to the enforcement action or City personnel who are responsible for enforcement had actual notice of such repeal prior to the enforcement action.

2.5. Amendments to the City Code. The City agrees to provide NCPRD and Metro with a copy of any amendments to the City's code that modify rules and regulations applicable to any Supervised Property within fifteen (15) calendar days of such amendments taking effect, unless said amendments could modify or conflict with applicable Metro or NCPRD rules or ordinances, in which case City shall provide a copy of the proposed amendment no later than thirty (30) days prior to the first reading of such proposed amendment.

3. Right of Entry. Metro and NCPRD grants to the City (and its respective agents) the right to enter onto the Supervised Properties for the purpose of performing all duties and responsibilities under this Agreement.

4. Term; Termination.

4.1. Term. This Agreement shall continue in effect unless modified to include a shorter term or unless terminated as provided herein.

4.2. Termination for Convenience. Metro, the City, and NCPRD may, by written agreement signed by all Parties, jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective as provided in such termination agreement.

4.3. Termination for Cause. Metro, NCPRD, or the City may terminate this Agreement in full, or in part, at any time if that Party (the "terminating Party") has determined, in its sole discretion, that the other Party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting Party"). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have thirty (30) days to cure the default described

by the terminating Party. If the defaulting Party fails to cure the default within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period. With respect to any termination pursuant to this Section 4.3 applicable to the Scouter Mountain Property or the Mt. Talbert Property, both Metro and NCPRD must agree to such termination.

4.4. Termination for Budgetary Reasons. The City may terminate this Agreement in full, or in part, at any time if the City has determined, in its sole discretion, that it no longer has available the budgetary resources for funding the costs of the services required under this Agreement. The City agrees to provide Metro and NCPRD with thirty (30) days' written notice of the City's intent to terminate this Agreement under this Section. Metro and NCPRD shall have the right during this thirty (30) day period to renegotiate this Agreement with the City to address the budgetary concerns raised by the City. This Agreement shall terminate once this thirty (30) day period has expired unless the Parties have agreed to an amendment to the Agreement that satisfies the City's budgetary concerns.

5. General Provisions

5.1. Mutual Indemnification. Each Party shall defend, indemnify and hold the other Parties (and such other Parties' agents, employees, and elected officials) harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees (collectively, "Claims"), arising out of or in any way connected with the performance of this Agreement by such indemnifying Party or such Party's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution. In executing this Agreement, the City does not assume liability or responsibility for any Claims that arise from the existence or effect of provisions of the Metro code, Metro Rules, Property Rules, or NCPRD Rules to the extent that there is no State, City, or County equivalent that the City would otherwise have authority to enforce. In any Claim which the enforceability and/or validity of any provision of the Metro code, Metro Rules, or Property Rules is at issue, Metro shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, Metro, NCPRD, or any combination thereof, Metro agrees to satisfy the same, including all third-party costs and attorney's fees. In any Claim which the enforceability and/or validity of any provision of the NCPRD Rules is at issue, NCPRD shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, Metro, NCPRD, or any combination thereof, NCPRD agrees to satisfy the same, including all third-party costs and attorney's fees.

5.2. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof, and the Parties agree to submit to the jurisdiction of the courts of the State of Oregon.

5.3. Amendment. This Agreement may be amended at any time with the written consent of all Parties.

5.4. Assignment. Except as otherwise provided herein, the Parties may not assign any of their rights or responsibilities under this Agreement without prior written consent from the other Party.

5.5. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail, addressed as follows:

To Metro: Metro Natural Areas Bond Measure Program Director
Kathleen Brennan Hunter
600 N.E. Grand Ave.
Portland, OR 97232-2736
Tel. 503-797-1948
Fax 503-797-1849

To NCPRD: North Clackamas Parks and Recreation District
Michelle Healy, Deputy Director
150 Beavercreek Rd.
Clackamas, OR 97045
Tel. 503-742-4348
Fax 503-742-4349

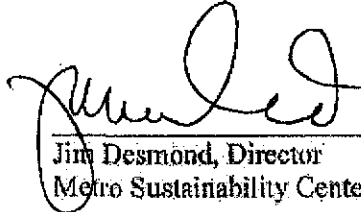
To the City: The City of Happy Valley
Jason Tuck, City Manager
16000 SE Misty Dr.
Happy Valley, OR 97086
Tel. 503-783-3800
Fax 503-658-5174

5.6. Severability. If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

5.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by each Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

METRO



Jim Desmond, Director
Metro Sustainability Center

Date: 8.20.12

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Charlotte Lehan, Chair
Clackamas County Board of Commissioners

Date: _____

CITY OF HAPPY VALLEY



Jason Tuck, City Manager

Date: 8/17/12

- Exhibit A Depiction of Supervised Properties
- Exhibit B Ordinance No. 2001-222 and Park Rules and Regulations



Beyond clean water.

24

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF CHANGE ORDER NO.1 TO CONSTRUCTION SERVICES AGREEMENT
FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
INTERTIE 2 DIVERSION PROJECT B – 20- AND 30-INCH FORCE MAINS**

The Intertie #2 Diversion Pipeline Project was approved for construction by the Board of County Commissioners on December 2, 2010 and executed by the Director of Water Environment Services on January 3, 2011. This project is currently in the final punch list stages of completion. This project provides the pipeline conveyance portion to divert up to 4 million additional gallons per day away from the Kellogg Creek collection and treatment system to the recently completed expanded treatment facilities at Tri-City Water Pollution Control Plant.

The project has been completed at \$1,304,573.85 under the original approved construction services agreement of \$10,454,506.75, a savings of 12.5%.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1, a county service district ("District"), and as the Local Contract Review Board, make a finding that:

- A. The District approve Change Order No.1 to the existing Agreement with K&E Excavating Inc. for the construction of the Intertie 2 Diversion Project B – 20- and 30-inch Force Mains project; deducting \$1,304,573.85 from the original \$10,454,506.75 contract amount and adding 108 calendar days to the contract completion dates; and
- B. The Director of Water Environment Services be authorized to sign Change Order No.1 to the Agreement with K&E Excavating Inc.

Sincerely,

Michael S. Kuenzi, P. E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.
Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.
150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

www.clackamas.us/wes/

CHANGE ORDER

Project No. P111895

Contract Change Item No. 001


Contract Name: CCSD#1 Intertie 2 Diversion Project B 20-inch and 30-inch Force Mains	Orig. Contract Amount \$10,454,506.75	Days 460
Owner: CCSD#1	Prev. Appvd. Changes \$ 0	Days 0
Contractor: K&E Excavating Inc.	Amount This Change (\$1,304,573.85)	Days 108
Engineer: HDR Engineering, Inc	Revised Contract Amt. \$9,149,932.90	Days 568


This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and the Owner.

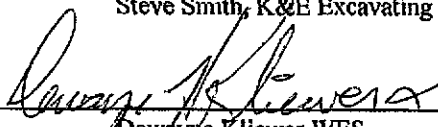
Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
Reduce total contract amount by unused Differing Site Conditions Bid Item 59 (Owner Contingency), and extend contract completion date at no additional cost to the owner	\$0.00	(\$1,304,573.85)	108
Totals:	\$0.00	(\$1,304,573.85)	108
Net Change in Contract Amount:	(\$1,304,573.85)		

The amount of the contract will be decreased by the sum of \$1,304,573.85 and the contract time shall be extended by 108 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Attachments: None

Recommended:  /CM Date: 8-28-12
Matt House, WES

Accepted:  /Contractor Date: 8/20/2012
Steve Smith, K&E Excavating Inc.

Recommended:  /Owner PM Date: 8/28/2012
Dewayne Kliever, WES

Approved: _____ /Director Date: _____
Mike Kuenzi, WES

Distribution: Owner: two (2) originals
 Contractor: original



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

September 6, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF CHANGE ORDER No.1 TO CONSTRUCTION SERVICES AGREEMENT
FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 INTERTIE 2 DIVERSION PROJECT
A – PUMP STATION, DIVERSION STRUCTURE, DIVERSION PIPELINE PROJECT**

The Intertie #2 Diversion Pump Station Project was approved for construction by the Board of County Commissioners on January 13, 2011 and executed by the Director of Water Environment Services on February 11, 2011. The Intertie #2 Diversion Pump Station Project is within a few months of completion and will then divert up to 4 million additional gallons per day away from the Kellogg Creek collection and treatment system via the just completed Diversion Pipeline Project to the recently completed expanded treatment facilities at Tri-City Water Pollution Control Plant.

McClure & Sons, Inc. has been an excellent contractor on this project, working well with the District to resolve many construction issues. However, the District has had to change the work scope on some substantial items to meet permitting agency and construction requirements.

Change Order No.1 would allow those requirements to be met and would add \$181,819.00 to the original \$6,839,822.00 total contract price, representing a 2.66% increase.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1, a county service district ("District"), and as the Local Contract Review Board, make a finding that:

- A. The District approve Change No.1 to the existing construction services agreement with McClure & Sons, Inc. for the construction of the Intertie 2 Diversion Project A – Pump Station, Diversion Structure, Diversion Pipeline project; adding \$181,819.00 to the original \$6,839,822.00 contract amount and adding 108 calendar days to contract completion dates; and
- B. The Director of Water Environment Services be authorized to sign Change Order No.1 to the Agreement with McClure & Sons, Inc.

Sincerely,

Michael S. Kuenzi, P. E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.
Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.
150 Beavercreek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

CHANGE ORDER

Project No. P111895

Contract Change Item No. 001

Contract Name:	CCSD#1 Intertie 2 Diversion Project A Pump Station, Diversion Structure, Diversion Pipeline	Orig. Contract Amount	\$6,839,822.00	Days	460
Owner:	CCSD#1	Prev. Appvd. Changes	\$ 0	Days	0
Contractor:	McClure and Sons, Inc	Amount This Change	\$181,819.00	Days	108
Engineer:	HDR Engineering, Inc	Revised Contract Amt.	\$7,021,641.00	Days	568

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and the Owner.

Description of Changes	Increase in	(Decrease)	Contract
	Contract	In Contract	Time
	Amount (\$)	Amount (\$)	Extension (days)
1A.) Miscellaneous civil updates to specification section 02935, and drawing sheets C-101, C-102, C-102A, C-103, C-104, C-110, C-115, C-117, C-118, C-119, C-120, EC-201, A-001, L-101, L-102, L-103 and C-116. Additional work and changes pertain to necessary: <ul style="list-style-type: none"> • landscaping changes • yard piping changes • frontage half street improvements including the addition of sidewalks, curbs, storm line upsizing, swale and water quality pond upsizing • Johnson Road full depth reclamation and overlay from the commercial road north to the railroad tracks Reference Document I2PS DCN-004 R2 Justifications: Changes were necessary due to: <ul style="list-style-type: none"> • Unforeseen construction conflict resolution • High degree of roadway deterioration caused by construction of pipelines and poor original condition • Consultant design corrections • Urgency of getting project out to bid and under construction resulted in some additional requirements from post bid award completion of design review by Clackamas County DTD and Clackamas River Water. 	\$173,495.00		87 days

<p>1B.) Pump base support modifications under Submersible Non-Clog Pump Bases PMP-101, 102, 104, & 105 per the attached HDR sketches labeled: I2PS-006 Large Pump Sketch; I2PS-006 Small Pump Sketch and issued by HDR on 04/24/2012.</p> <p>Steel plates to be galvanized after holes are drilled.</p> <p>Before welding new plates to existing pump base plate/angle, remove factory painting. Repair, touch-up existing pump bases and paint new base plates to match existing color per specification section 09905.</p> <p>Epoxy adhesive anchor requirements to be per specification section 05505.</p> <p>Pump installation per specification section 11060 3.1.</p> <p>Reference Document I2PS DCN-006</p> <p>Justifications: During installation of the four pumps in the dry well, WES/URS questioned installation without pump base grout pads. Consultant determined concrete pump support design was not properly coordinated with the pump manufacturer during design nor was deficiency caught during consultant submittal review.</p> <p>HDR consulted with Xylem Inc. and Flygt corporate engineering and found that Flygt had minor concerns regarding bases for the small pumps PMP-104 & 105 (although less than the minimum 27 1/2" clear support distance for piping under pump shown on Flygt's shop drawings). Flygt had more concern regarding the larger pumps PMP-101 & 102 due to the increased distance between the concrete pump supports.</p> <p>To mitigate that, HDR redesign required addition of a 1-inch thick steel leveling plate under the large pump base plate that changed the clear support distance from 30-inch to 26-inches (almost identical to the distance of 25 5/8" suggested by the manufacturer). Similar leveling steel plates were added to the smaller pump supports.</p> <p>This change is for a 21 calendar day contract time extension only. No contractor charges for time and materials for corrections.</p>	<p>\$0</p>		<p>21 days</p>
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<p>1C.) Provide a 4'-0" concrete block-out at the future pump 103 pipe thrust support embed location. Provide FRP grating above the embed block-out and at the future pump 103, to provide safe access around the pump platform.</p> <p>Reference Document I2PS DCN-012</p> <p>Justification: Permanently placing the fabricated pipe support at this time would significantly limit the flexibility of the next contractor to precisely fit-up the piping when the next phase of this pump station is constructed in the future.</p>	\$1376.00		0
<p>1D.) Reduced Pressure Backflow Assembly (RPBA) "Hot Box"- Install fiberglass flip top Hubbell Hot Box to enclose above grade RPBA. Include concrete base pad and associated electrical requirements to power the Hot Box.</p> <p>Reference Document I2PS DCN-008</p> <p>Justification: HDR design documents lacked specific details for freeze protection of the above ground reduced pressure backflow assembly required by Oregon Administrative Rules and Clackamas River Water.</p>	\$6948.00		0
Totals:			
Net Change in Contract Amount:		\$181,819.00	108 days

The amount of the contract will be increased by the sum of \$181,819.00 and the contract time shall be extended by 108 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Attachments: See referenced supporting documentation

Recommended: Matt House /CM Date: 8-29-2012
 Matt House, WES

Accepted: Les McClure, President /Contractor Date: 8-29-12
 Les McClure, McClure and Sons Inc

Recommended: Dewayne Kliewer /Owner.PM Date: 8-29-2012
 Dewayne Kliewer, WES

Approved: _____ /Director Date: _____
 Mike Kuenzi, WES

Distribution: Owner: two (2) originals
 Contractor: original