



# AGENDA

**Thursday, August 9, 2012 - 10:00 AM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-76

**I. CALL TO ORDER**

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

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

1. Proclaiming Boring, Oregon in Clackamas County and Dull, Scotland, in Perth and Kinross County a Pair for the Ages and August 9<sup>th</sup> as a Boring and Dull Day in Perpetuity (Jim Austin, Tourism and Cultural Affairs)

**III. 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 approximately 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.)*

**IV. PUBLIC HEARING** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. First Reading of Ordinance No. \_\_\_\_ Amending the Ordinance adopted on May 10, 2012 Establishing and Adjusting Fees for the North Clackamas Parks and Recreation District (Dave Miletich, NCPRD, and Chris Storey, County Counsel)
3. 2. Public Hearing for Board Order No. \_\_\_\_ Considering the Formation of an ORS 371 Road Service District for the Provision of Road Services in the Government Camp Area (Chris Storey, County Counsel)

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

**-NO DISCUSSION ITEMS SCHEDULED**

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

**A. Health, Housing & Human Services**

- 4 1. Board Order No. \_\_\_\_\_ Approval of the Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - BH
- 5 2. Approval of an Interagency Agreement Amendment No. 3 with the City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents - ss

**B. Finance Department**

- 6 1. Approval of a Work and Financial Plan with the US Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (County Trapper)

**C. Elected Officials**

- 7 1. Approval of Previous Business Meeting Minutes – BCC
- 8 2. Approval of a Renewal to the Service Contract between the District Attorney's Office and the Children's Center of Clackamas County - DA

**D. Business & Community Services**

- 9 1. Approval to Execute an Intergovernmental Agreement for Right-of-Way Services with the State of Oregon Relating to the Springwater Trail Project – Paving from Rugg Road to Dee Street

**VII. WATER ENVIRONMENT SERVICES**

- 10 1. Approval of Change Order No. 2 between Clackamas County Service District No. 1 and Richard Phillips Marine, Inc. for the Hoodland Emergency Outfall Repairs Project
- 11 2. Approval of a Construction Contract Agreement between Clackamas County Service District No. 1 and Henderson Land Services LLC, for the Mt. Scott Creek at North Clackamas Park Restoration Project

**CITIZEN COMMUNICATION** - (Continued if needed)

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

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

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



1

CLOSE TO PORTLAND...A WORLD AWAY™

August 9, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Proclaiming Boring Oregon in Clackamas County,  
and Dull, Scotland, in Perth and Kinross County,  
a Pair for the Ages and August 9th as a  
Boring and Dull Day in Perpetuity**

Earlier this year, when Scottish tourist Elizabeth Leighton was on a cycling holiday in the United States, she pedaled into the Clackamas County community of Boring. Whereupon, she immediately sent a message to a friend who lives in Dull, a tiny village in Perth and Kinross County, Scotland. Ms. Leighton wrote: "Obviously, this is an opportunity for a twinning with Dull and Boring." Her friend, Emma Burtles, brought the idea to a meeting of the Dull Women's Book Club where it gained momentum.

Ms. Burtles soon after connected with Steven Bates, the Chair of the Boring Community Planning Organization, and proposed that the two communities be paired. Because these two communities are not cities, there was no official way for them to become sister cities. However, good ideas will sometimes find ways around such technicalities.

At their June meeting, 40 members of the Boring Community Planning Organization unanimously voted "AYE" to the pairing and to seeking the endorsement of the Clackamas County Board of Commissioners. Later that same month, acting in kind, the Dull and Weem Community Council voted to erect a sign acknowledging the "twinning" of Dull and Boring. To celebrate, they held a community party and invited all of Dull's 84 residents.

Dull's sign reads "Welcome to Dull - Paired with Boring, Oregon, USA." It also includes "Drive Safely," which was presumably added out of concerns that people might laugh too heartily after reading it. This is of course conjecture, but an April newspaper article did quote Ms. Burtles as saying: "I'm slightly concerned that signs saying Dull and Boring might cause some car crashes because people are laughing so much."

In all seriousness, news of this humorous pairing has spanned the globe. It has been covered by the Oregonian, USA Today, MSN, CNBC, NPR, The BBC, the UK's Guardian, and the Sandy Post. It has also received radio, web, and television coverage in the United States and across the Pond. A Google search for the terms "Boring Oregon Dull Scotland" will net you about 143,000 hits. The Dull and Boring Facebook page has 770 likes as of

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the writing of this report. This isn't too shabby considering that Clackamas County's Facebook page has 1,084 likes.

**RECOMMENDATION:**

Staff respectfully recommends that in the interest of good international relations, good humor, and good tourism promotion, that the Board of Commissioners approve the attached proclamation declaring Boring, Oregon and Dull, Scotland a Pair for the Ages and declare August 9th as a Boring and Dull Day in perpetuity.

Sincerely,



Jim Austin  
Community Relations Coordinator  
Clackamas County Tourism & Cultural Affairs

For information on this issue or copies of attachments,  
please contact Jim Austin at 503-742-5918

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## **Proclaiming Boring, Oregon and Dull, Scotland, a Pair for the Ages**

**Whereas, Boring, Oregon in Clackamas County is not dull; and**

**Whereas, Dull, Scotland in the County of Perth and Kinross is not boring; and**

**Whereas, both communities are located near the foothills of their region's most prominent mountains – Mt. Hood, standing at 11,250 feet, and Ben. Schiehallion measuring in at a towering 3,553 feet; and**

**Whereas, both Boring and Dull are surrounded by productive pastoral farm land; and**

**Whereas, the County of Perth and Kinross is home to numerous horse races, horse trials and horse shows; and**

**Whereas, Clackamas County is the home of Oregon Horse Country; and**

**Whereas, Boring is located in the evergreen County of Clackamas, named after the native Clackamas Tribe; and**

**Whereas, Dull is situated next to the County Clackmannanshire; and**

**Whereas, Elizabeth Leighton of Aberfeldy - a neighboring village of Dull - made the connection between the two communities while visiting Clackamas County; and**

**Whereas, Clackamas County has an employee named Elizabeth Leighton who is of Scots-Irish descent; and**

**Whereas, both communities draw visitors seeking beautiful scenery, and historical and cultural richness; and**

**Whereas, cyclists who like nothing better than enjoying scenic rides on quiet country roads would be well served to travel across continents to visit these two communities; and**

**Whereas, travelers sometimes giggle, take pictures, and email their friends about the amusing names of these two communities when they come across them.**

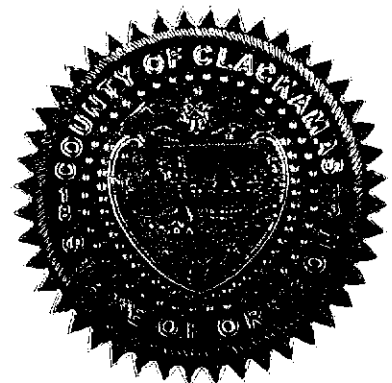
**Now therefore, be it known throughout the world that the Clackamas County Board of Commissioners Proclaims Boring, Oregon and Dull, Scotland a Pair for the Ages, and that August 9<sup>th</sup> shall be recognized as a Boring and Dull Day in perpetuity.**

**Dated this 9<sup>th</sup> day of August, 2012**

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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**Charlotte Lehan, Chair**





**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT

 **COPY**  
**2**

August 9, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

First Reading of an Ordinance Amending the Ordinance adopted on May 10, 2012 Establishing  
and  
Adjusting Fees for the North Clackamas Parks and Recreation District

The Board of County Commissioners, acting as the governing body of North Clackamas Parks and Recreation District (NCPRD), adopted an ordinance on May 10, 2012 that delegated authority to the District Administrator or District Director to establish and adjust fees to more efficiently and effectively align revenues with cost recovery guidelines established in operating policy and to respond to market conditions.

During adoption, the Board expressed a desire for regular citizen oversight of such delegated authority and directed staff to consult with the District Advisory Board (DAB) on the best way to accomplish this. The DAB discussed the options for more oversight of the ordinance and unanimously approved a motion to have planned or recently-implemented fee changes reported to them with the quarterly financial reports.

The proposed ordinance sets forth a revision describing the reporting requirements but otherwise leaves the adopted ordinance in place. This ordinance has been reviewed and approved by County Counsel.

**RECOMMENDATION**

Staff respectfully recommends the Board of County Commissioner sitting as the North Clackamas Parks and Recreation District Board read the proposed Ordinance by title only and hold a second reading on August 23, 2012.

Sincerely,

A handwritten signature in cursive script, appearing to read "Laura Zentner".

Laura Zentner, Deputy Director  
Business and Community Services

**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT****ORDINANCE No. \_\_\_\_\_**

WHEREAS, the North Clackamas Parks and Recreation District ("District") provides recreational opportunities for its residents supported by property taxes and usage fees; and

WHEREAS, the Board of County Commissioners ("Board"), acting as the governing body of the District, believes that recreational fees are unique in that they are voluntary, unlike a utility rate or permit fee, and desires to allow flexibility to determine those fees in accordance with seasonal program offerings; and

WHEREAS, each year, the District may establish a dozen or more new programs, in addition to the hundreds of existing programs, which begin at different times throughout the year and each need their own fee established; and

WHEREAS, regular fee reviews and adjustments will allow the District to align with cost recovery guidelines as established in operating policy and respond to market conditions;

NOW, THEREFORE, the Board hereby adopts this ordinance of the District:

**Section . Fees for athletic and recreational facilities and activities.**

- a) The District Administrator, District Director or their written delegates shall have authority to establish fees for the use of District athletic and recreational facilities and for participation in District parks and recreational activities and programs, provided that such fees shall be based on the policies set forth below. It is the intention of the Board to allow the delegates to have maximum flexibility in interpreting and applying these policies to reach, in their reasoned judgment, the appropriate mix and level of fees and user charges in the provision of recreational services and the accomplishment of the District's mission.

The District Advisory Board (DAB) will review proposed or recently implemented fee changes four times per year at their regularly scheduled meetings, in conjunction with quarterly financial reports.

- b) The policies for setting fees authorized by this ordinance are as follows:
  - i. Customer Service. Fees and charges shall assist and support the overall administration and coordination of recreational services and for the provision of parks, open space, landscapes, park improvements, recreation facilities, and their adequate maintenance.
  - ii. Cost Recovery. The District may set user fees and charges at an amount designed to recover a full range of costs, depending on the type of program being offered. Some programs serving district residents will be free, such as the RecMobile, which provides services at parks throughout the District in the summer months. Most programs will

recover direct costs, including, but not limited to, program labor, supplies, and materials. The next level of cost recovery is designed to recover direct costs, and all, or a portion of indirect costs, including, but not limited to, management staff, facility expenses and utilities. Youth programs and programs for older adults will generally have a lower cost recovery expectation than adult programs. Residents of the District may receive a discounted rate on fees for all programs.

- iii. Hardship Factor. The District may make compensatory efforts to support patrons challenged by unusual or hardship circumstances including special service needs, disabilities, or financial hardship.
- iv. Market Responsiveness. The District fees for voluntary activities are part of a larger regional offering for recreational activities, and market demand and supply for services, programs or facilities may be included in the setting of fees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2012

**BOARD OF COUNTY COMMISSIONERS**

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Chair

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Recording Secretary





## DISTRICT ADVISORY BOARD MEETING AGENDA

**Date/Time:** 4:00 p.m. Wednesday, August 8, 2012

**Location:** North Clackamas Aquatic Park

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- I. Call to order
- II. Citizen Participation\*
- III. Approval of minutes from April 11, 2012; June 13, 2012 and July 11, 2012
- IV. Action Items
  - a. DAB Interim Chair approval 10 min
  - b. DAB Interim Vice Chair approval 10 min
- V. Presentations
  - a. Master Plan Update – Michelle 10 min
  - b. Recreation Fee Review – Dave 10 min
  - c. Natural Resources Video 15 min
- VI. Division Reports – Laura Zentner, Michelle Healy, Dave Miletich
- VII. Director's Comments – Gary Barth
- VIII. Board Members' Comments
- IX. Executive Session in accordance with ORS 192.6602(e) to discuss real property negotiations
- X. Adjournment

\*Citizen Participation is limited to three (3) minutes per speaker.



## **DISTRICT ADVISORY BOARD MEETING MINUTES**

**Date/Time:** April 11, 2012 – 4 p.m.  
**Location:** North Clackamas Aquatic Park

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### **REVISED 5/10/12**

**DAB members present:** Michael Morrow, Chair; Bill Bersie, Vice Chair; Marylee Walden; Susan McCarty; Renee King; Lynn Fisher; David Noble; Mike Miller

**Staff present:** Gary Barth, Laura Zentner, Michelle Healy, Dave Miletich, Beth Meyer, Tonia Burns, Kelly Stacey, Joan Young, Katie Dunham, Kevin Cayson, Annie Rusunen, Jason Kemmerich, Kandi Ho, Marty Hanley, Kathi Schroeder, Robin Bruce

**Budget Committee member present:** Rick Frank

**Citizens:** Dick Shook, Eleanor Johnson

#### **1. Call to order**

The District Advisory Board meeting was called to order at 4:10 p.m. by Michael Morrow, Chair.

#### **2. Citizen Participation**

Dick Shook, 4815 SE Casa del Rey Dr, Milwaukie OR 97222, announced The Clackamas Watershed Council, NCPRD, WES and Soil and Water Environment will celebrate Earth Day on April 21.

#### **3. Minutes from March 14, 2012 DAB meeting**

*Marylee Walden moved to approve the DAB minutes from the March 8, 2012 meeting and Renee King seconded the motion. APPROVED unanimously.*

#### **4. Fiscal Year 2012-2013 Proposed Budget**

Laura Zentner, BCS Deputy Director, presented the proposed budget for fiscal year 2012-2013. She described the budget process and gave an update of NCPRD's finances since last year. (PowerPoint presentation attached.)

Updates:

- Capital Asset Replacement Program
  - 75 percent complete
  - Will present to DAB at June 2012 meeting
- Fund Balance Policy
  - Draft guideline complete
  - Fund Balance Policy: 5% emergency contingency; 10% of operating expenditures for contingency; must add up to enough for cash flow; taxes are not received until November, so cash flow must be sufficient for July to November expenses. Contingency will be a line item, but will not be separated out into these accounts. The five-year forecast will have the breakdowns of the contingency fund.
  - Will present to DAB at June 2012 meeting
- Quarterly Financial Updates
  - Budget to Actual comparison
  - Overview of each fund and any issues/concerns
- Five-Year Forecast – Annual Update
  - Present to DAB at July or August 2012 meeting

Property Taxes:

- Make up about 54-percent of the budget's revenues
- Property taxes can increase by 3-percent every year, except for new construction
- Downturn since 2008

Assumptions:

- Prediction for tax revenue this year is 0.87-percent; next year will probably be in the same range.
- Fee revenues are expected to increase by 12-percent.
- Interest Income – Local Government Investment Program (LGIP) rate is .5-percent
- Personnel costs are over 40-percent of total expenditures
- Medical – 16.46 percent increase
- Dental – 2.33-percent increase
- Life insurance – 5.19-percent increase
- PERS – no change in FY 12/13

Marylee Walden asked if the budget is a component of the Clackamas County budget or separate. Laura Zentner said NCPRD is a separate legal entity with a separate budget.

Gary Barth said COLA was not budgeted because we are going into collective bargaining this year. If COLA is negotiated, the budget will have to be adjusted to reflect that.

Bill Bersie asked if there is a percentage change in salary for those employees who are topped out. Laura Zentner said that except for the COLA, they are frozen at the top of their range. He then asked how we maintain good employees when there is nowhere to go once they have topped out. Gary Barth said they could take on

another job with more responsibilities and the Employee Services department occasionally does surveys that makes movements across all ranges of a classification.

Rick Frank asked if we could guess what the COLA will be. Laura Zentner said there is usually a minimum and a maximum based on a CPI index. One of the associations did not receive COLA, so this could be an indication that there will be no COLA negotiated.

Marylee Walden said the City of Happy Valley is looking at a COLA increase of about 1.9-percent. Laura Zentner said the CPI is over 3-percent.

Lynn Fisher asked if there were any salaries that are not in the budget. Laura Zentner said that everyone is in the budget. Gary Barth said fractions of BCS administration salaries are in the NCPRD budget because they support NCPRD.

#### Proposed budget for 12/13:

- The budget indicates that revenues and expenditures are balanced with an assumed carryover of \$350,000 to the fund balance at the end of next year.
- Need to incorporate Capital Asset Replacement transfer recommendation/Fund Balance guideline
- Still analyzing costs of various programs
- Will present 5-year forecast to the DAB in July or August 2012

#### Budget Goals:

- Adequately fund recreation , fitness, education and enrichment service programs for the citizens of the District
- Ensure the long-term financial stability of the District
  - Recognize the beginning fund balance as a one-time non-recurring resource.
  - One-time resources shall be applied toward on-time expenditures, when feasible
  - Maintain minimum Fund Balance Policy per guidelines
- Directly charge each fund with all expenses attributed to their programs.
  - The General Fund shall not pick up any expenditure that can be directly charged to another fund.
- Maintain infrastructure at a level adequate to protect the District's capital investment and to minimize future maintenance and replacement costs. Goal is to not defer maintenance of infrastructure.
- Build a Capital Asset Replacement Fund sufficient to meet short-term capital asset needs while saving for future repair and replacement of assets.
- Proactively increase revenues and decrease expenses where possible – streamline operations. Some employees have LEAN training for efficiencies. We may use an outside consultant, but NCPRD already runs very lean.

Gary Barth presented the sources of funds. The divisions receive revenues from property taxes, local government and state revenue grants, interest, miscellaneous revenue, fees and transfers.

Each operating division in the budget was presented including a purpose statement, accomplishments of the current year and the objectives of the following year; and number of employees and Operating Expenses (all included in PowerPoint presentation attached). Natural Resources is its own division next year rather than part of the Planning division.

Marylee Walden asked about Contracted Services and was told that this line item includes all personnel costs. NCPRD employees are contracted by the county.

Michael Morrow said the total amount being paid for employees is good given that most businesses' employee costs run about 60-percent of the budget. Gary Barth said that a service-oriented business has high employee costs.

Renee King asked about allocated charges and what percentage increase will be seen next year. Laura Zentner said the 20-percent increase in allocated costs was due to the 2-year delay in allocations and the fact that NCPRD took on the direct costs of our finance employees. There is now an overlap from the delay and actual costs. This will end after two years.

Marylee Walden asked what was included in allocated costs. Laura Zentner listed the services we receive from the county.

Bill Bersie asked about who was included in Contracted Services. Michelle Healy said both regular and temporary employees are included.

Bill Bersie asked about revenues and expenditures for the Aquatic Park. Gary Barth said the change is the \$200,000 difference from running the Tsunami Café differently. The net is \$20,000 after \$180,000 in expenses.

Susan McCarty said youth groups used to run the concession stands as a fundraiser for their groups. She asked if they are now not allowed to do this anymore. Kandi Ho said the new concessions vendor will be working with the youth groups.

Bill Bersie asked if new program were being added in recreation in the new budget. Dave Miletich said new programs are being added with current full-time staff and additional part-time staff covered by new revenues. The internal documents used by staff to ask for new positions do not reflect actual changes in the budget. Asks may have been turned down by managers.

Dave Miletich said this summer NCPRD will be able to use school spaces to run additional camps for free.

Bill Bersie asked if we really expect to double our revenue in field rentals. Joe Loomis projected these revenues. Dave Miletich said the amounts may change, but it's looking good. Kandi Ho said Shelli Vrabel and Joe Loomis are working hard. The fields never had a down time. They are rented the rest of the time. There are modest fee

increases, too. Rick Frank asked if this activity is reflected in the concession revenues. Kandi Ho said the District changed vendors; youth groups are earning money from him and then paying us for field rentals.

#### BREAK

Bill Bersie asked if there was grant money available to pay for the other half of the WES position. Michelle Healy said this position does get partially funded by grants. Marylee Walden said it would be nice to have an aggregate amount listed on the budget because staff is very good about getting grant money. May do a grant presentation to the DAB in the future.

Discussion of items in letter from the C/CAB:

Gary Barth listed the bullet points from the letter from the C/CAB regarding allocations for BCS expenses.

- What was the process for determining this allocation?
- Why the timing of this allocation prior to the upcoming fee and cost recovery schedule?
- A seemingly unsustainable impact of this allocation on the fund balance for Nutrition and Transportation.
- Need for a policy that safeguards a minimum of a year's expenditures

The tax money (rate of .54 per \$1000 assessed) has to first and foremost cover Debt Service. Then it has to cover contingency balances and the Capital Replacement Fund. Once that is parsed out, the balance has to serve all the needs of the District from that general fund.

Joan Young, John Evans and Brandi Walters' positions work across all programs in the Milwaukie Center. Their personnel costs were allocated to all of the Milwaukie Center programs. (60% General Fund/30% Nutrition/10% Transportation). By doing this, we have a true picture of the cost of service delivery.

BCS Administrative costs were allocated only to NCPRD's General Fund.

Renee King said she didn't understand the advisory board's concerns.

Bill Bersie said the concern is that the amount that is being allocated from BCS salaries to Transportation and Nutrition. Gary Barth said 9-percent of BCS Admin is being charged to these programs, or \$19,000. He asked if this money was going to come out of fund balance. Laura Zentner said we don't believe that it does. Bill Bersie said the ending fund balance for Nutrition will be \$300,000 less in the contingency fund, and Laura Zentner said that was also because of the changes in how the Tsunami Café is run.

Bill Bersie said the concerns are the \$19,000 that is scheduled to be added to the expenses in this budget is going to take away from the prior year budget's ending balance. Gary Barth said the ending fund balance of one year is the beginning fund balance of the next year. Those are not recurring revenues because they accumulated for a reason, but there is no predictability that they will accumulate into the future. So, money is not taken out of the fund balance; the funds are loaded with their true cost of operation.

Bill Bersie said the money going into the ending fund balance could possibly be coming from donations, fund raisers, and a mixture of government money. Gary Barth said about \$250,000 to \$300,000 of that money is from the general fund that has been transferred into the Nutrition program from the general fund that has been accumulated into the fund balance. The C/CAB, Bill Bersie said, reluctantly passed the budget. He said in his opinion, with the mixture of the two revenues going into the ending fund balance, he doesn't believe that we should be taking BCS salaries out of the Nutrition budget. He said it is possible at the end of next year that there will be \$500,000 instead of \$800,000, and if this happens every year there won't be any money left. Gary Barth said this is one-time adjustment. The \$300,000 came from the general fund. There are dedicated funds that come from all sources, then there are true operating costs, minus the contingency and a plus or minus surplus. If there was a negative number there, the general fund would have to balance that out. But, there hasn't been a negative balance and we have been transferring money from the general fund making that ending balance even bigger. This is fine except that we end up with a large ending balance in one program and cut programs and services elsewhere.

Bill Bersie asked about the reserves in the general fund. Laura Zentner said they were at about \$1.6 million. He said we aren't really hurting this year as far as slashing budgets. Gary Barth said we got requests from staff for a lot of things that weren't approved. Bersie said the level of service is going to be approximately the same. Laura Zentner said that if we had not done the allocation, we would have had to make cuts, potentially staff cuts. She said the allocation actually reflects where people are working. Dave Miletich said that where he has worked before, you fully burden the enterprise funds in terms of all their true costs. If we didn't move the money back into the general fund something else would have to give. Bill Bersie said he wasn't sure anything had to give because we still have \$1.6 million in reserves. Laura Zentner said we would have had to cut because we are very much on the line for covering the 15-percent contingency. Bill Bersie said the 15-percent hadn't been approved by the board yet. Gary Barth said the DAB is an advisory board, so in terms of the operating standpoint, it is prudent to have at least enough cash flow to get through from July 1 through November when the taxes are received. Laura Zentner said 15-percent is not enough for the cash flow. Gary Barth said that throughout the county everyone is looking at fund balances. If there is a significant fund balance year after year, it is getting scrutinized. At least this way it stays within the District. We are still trying to find how to adequately use our fund balances and still provide the highest level of services.

Bill Bersie said he thought we have been punishing staff at the Milwaukie Center in the years in keeping this money up and using it for what it should be used for, we are now taking it out because of salaries. He said he thinks we should wait a year and take a look at what we are really doing at the Milwaukie Center and to sit down with the board at the Milwaukie Center to discuss this issue. And also find out how much of the money in the ending balance is from government agencies, and how much is really donated by people like those on the board or other people when we ask for donations. He said we are cutting that money out and we need to separate those two funds and move the donation money out and give it to the Friends who will give it back to the Milwaukie Center.

Laura Zentner said there are no dollars in the fund from government agencies. Bill Bersie asked where the \$180,000 is from Happy Valley. Gary Barth clarified that when Happy Valley annexed in the residents started paying the \$.54 a \$1000 in taxes that all District members pay. That money is not separated out into accounts or

earmarked for specific programs. The annexation of Happy Valley into the District did bring in new revenue that goes into the general fund that serves all residents of the District. The assumption was that when Happy Valley annexed to the District there would be a larger demand for services. In anticipation of that, we transferred more general fund dollars into that fund. In reality, we have never run a deficit. If we took out the \$300,000, that was put in over the years, there is still a positive fund balance of over \$300,000 from all the other sources of income.

Bersie asked about money that is donated by people and it goes into that fund. Gary Barth said those are the first dollars used. Dave Miletich said we can clearly account for all of the revenue streams and show how it relates directly to costs for direct services. He said we all agree that these are extremely important services.

Renee King asked for some clarification about what the concerns of the C/CAB are. She listed the \$19,000 allocation for BCS salaries and the \$300,000 from the fund balance. Joan Young said the combination of the three positions currently in the Milwaukie Center budget and the BCS allocation come to about \$134,000. So the expense of the Milwaukie Center goes down and the same amount goes up in the Nutrition program. Renee King asked if the concern is that we are "moving it from Peter to pay Paul." The money is going from a general fund program to a non-general fund program. Bill Bersie said he is for leaving the money in the general fund program, not moving it to the Nutrition program. Renee King said this is a more accurate reflection of the cost of the programs. Joan Young said she didn't agree necessarily because the maintenance person spends no time on Transportation and very little of the Office Coordinator's position is spent on Transportation.

Gary Barth said the Milwaukie Center runs three programs. There is a building superintendent that maintains that facility. So if there is a transportation program running out of that building, maintained by this person, there is a cost to the program. Joan Young is running all of the programs in the Center.

Renee King asked if someone is donating to the Milwaukie Center, why aren't they donating to the Friends, and asked how many people donate money directly to the Parks District. Dave Miletich said many do through fund raisers for the programs. The Friends make a donation to the Center.

Marylee Walden asked she supports having the actual costs in the budget. She asked if the Nutrition program cannot support itself, does it go away. Dave Miletich said we would revisit the allocation. He said he is confident that a year from now he will be able to say that the only fund balance decrease will be because of Replacement Fund costs. No general funds are going into the Nutrition or Transportation funds this year or next. In three of the last five years, \$60,000 a year was transferred from the general fund to the Milwaukie Center in anticipation of providing more services after the Happy Valley annexation.

Dave Miletich said the C/CAB agreed to reluctantly approve the budget. He said he is willing to make financial reports to them regularly throughout the year rather than wait a year to see how this all comes out.

Bill Bersie said one complaint is how the money is being taken out this year. He said his concern is the fund balance that may include donations and/or government funds. He is concerned with the mixture of "apples and oranges." He is also concerned about the audit and whether the money was taken out the right way from the



right place. Bill Bersie said someone needs to sit down with the C/CAB and discuss the fund balance and to give the board the money that has been donated over the past years.

Gary Barth said federal dollars have to be spent and cannot be carried over. The first dollars out are the federal dollars. After the federal dollars are spent, the others are not designated. Laura Zentner said there is a new accounting standard that was just passed this year that determines just how dollars come in and go out. This was all analyzed with the audit and found to be right. Gary Barth said the easiest way to know is to pull the general fund out and then you will know that all that's left is the federal money and non-general fund revenues. It appears that today the programs are self-sufficient without the general fund contribution. So that money can be re-programmed elsewhere. If these two programs do start running short, general funds would then probably be taken out of another program depending on priorities. Bill Bersie asked what was done with funds we don't put into the program. Gary Barth said the funds will probably go into Fixed Assets/Replacement fund, contingency. Bill Bersie said that is fine as long as it doesn't go toward salaries. Lynn Fisher said part of the viability of the program is in the salaries of the people who run the program. Bill Bersie said that is true under non-profit agencies but not under government agencies because the tax base is to pay salaries, and any donations from individuals should go toward programs.

Joan Young said that in 1995 the District took over the Nutrition and Transportation programs from Loaves and Fishes who had been operating them. What we were told by County Counsel at that time was that we had to operate them as enterprise funds separate from the tax base. That is why fund raising became so imperative for those programs and why that fund balance has increased. When Happy Valley joined the District, then general fund money was transferred to help provide services to Happy Valley. Lynn Fisher asked if salaries were part of the enterprise funds and they were for the direct service salaries.

Gary Barth said he cannot let one fund balance grow when the other programs are short. Bill Bersie said he would like to see reports every six months to see how the fund balance is doing. Laura Zentner said she went back ten years and analyzed data. She agrees that we will not be dipping into the fund balance to pay those salaries. There will be funds used for the Tsunami Café and the freezer. This is will be tracked in the quarterly reports.

#### Capital Projects:

Michelle Healy presented the Capital Projects and said because this had been presented last month, there was no change to report.

- The Trolley Trail reserve is for segment 2 of the Trolley Trail that is to be built by TriMet for light rail construction. If there is a problem, we want to make sure there are funds in reserve to cover it. It also includes funds to cover adjustments in case they are needed after the Trolley Trail is done.
- Northside of North Clackamas Park: Through the WES partnership, grant funds are available.
- Property acquisition in Happy Valley that will be paid for mostly by grants and partnerships.
- Hood View Park playground -- to be paid for by a state grant, if successful.
- Johnson Creek planning: \$30,000 is coming from the Development Agency to help us with that planning.
- Spring Park: \$125,000 in grants and about \$25,000 coming from District funds.

- Trillium Creek Park: the remainder is through the partnership with the City of Damascus.
- Other projects: ADA upgrades, the Milwaukie Center parking lot,
- Sunnyside Village Park acquisition: from a dedicated funding source collected by Clackamas County.
- Debt Service for Hood View Park

**Capital Asset Replacement Fund:**

- Implementation of energy updates for the Aquatic Park carried over from 2011/12; sewage station control panel at Aquatic Park
- Upgrade Pete's Café located inside the Milwaukie Center (\$20,000)
- Aquatic Park lobby facelift (\$30,000)
- New walk-in freezer at Milwaukie Center
- Mower for Maintenance division

No further questions.

*Susan McCarty moved to recommend to advance the 2012/13 budget to the Budget Committee for approval and Lynn Fisher seconded the motion. APPROVED unanimously.*

The Budget Committee members who were not present for this meeting will meet with Laura Zentner to get informed about the budget.

Marylee Walden said she wants the board to actively monitor the programs they discussed at this meeting to make sure that the budget continues to work well for the Milwaukie Center programs. She also would like the Nutrition program to continue to be a priority for the senior citizens in our community.

**6. Director's Comments**

None

**7. Board Members' Comments**

- Bill Bersie announced a volunteer recognition event at the Milwaukie Center called Truth or Dare.

**8. Adjournment**

*Marylee Walden moved to adjourn the DAB meeting at 7:45 p.m. APPROVED unanimously.*

*This DAB meeting was recorded. Digital copies of this meeting are available for the cost of duplication and handling. To order copies, contact Robin Bruce at 503-742-4348 or by e-mail at [robinbruce@clackamas.us](mailto:robinbruce@clackamas.us).*

*Meeting minutes will be posted as soon as they are completed on the District's website: [www.ncprd.com/district-advisory-board/meeting-minutes](http://www.ncprd.com/district-advisory-board/meeting-minutes).*



# NORTH CLACKAMAS

NORTH CLACKAMAS DISTRICT

## DISTRICT ADVISORY BOARD MEETING MINUTES

**Date/Time:** June 13, 2012 – 4 p.m.

**Location:** North Clackamas Aquatic Park

Revised minutes 08.01.12 PZC

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**DAB members present:** Michael Morrow, Bill Bersie, Mike Miller, Renee King, Susan McCarty, Kristen Mitchell, and MaryLee Walden

**Staff present:** Laura Zentner, Michelle Healy, Dave Miletich, Kandi Ho, Jason Kemmerich, Beth Meyer, Kevin Cayson, Kelly Stacey, Katie Dunham, Tonia Burns, Jason Amos, Robin Bruce

Guests: Chris Storey, County Counsel; Dave Kraft, swim coach

Citizens: Dick Shook

### 1. Call to Order

Michael Morrow, Chair, called the District Advisory Board meeting to order at 4:04p.m.

### 2. Citizen Participation

None

### 3. Approval of Minutes from May 9, 2012

Minutes from May 9, 2012 were approved. The April 11, 2012 minutes were tabled until the next DAB meeting.

### 4. Election of Chair and Vice Chair

Renee King presented for the Nominating committee. The committee unanimously nominated Bill Bersie for Chair and Susan McCarty for Vice Chair; APPROVED unanimously.

### 5. Fund Balance Guidelines

Laura Zentner presented the following newly proposed financial guidelines for NCPRD:

1. Emergency contingency at a minimum of 5% of operating funds
2. Operating fund balance at minimum of 10% or minimum cash flow necessary to cover operating expenditures, whichever is greater
3. Beginning fund balance recognized as a one-time, non-recurring resource.
4. Balance recurring revenues and recurring expenses
5. Maintain a policy of aggressively collecting accounts receivables whereby after staff has exhausted all in-house collection alternatives, accounts are assigned to a private collection agency.
6. NCPRD's general fund shall not pick up any expenditure that can be attributed or charged to another fund. (allocated charges)

A discussion regarding the process for the proposed financial guidelines commenced. Laura Zentner reiterated that these are financial *guidelines* and not financial *policies*. The purpose of these guidelines is to ensure the long-term financial sustainability of the District.

Laura added that once the capital asset replacement/repair project is complete, additional capital asset guidelines will be added to the financial guidelines presented tonight. All of these guidelines will come back to the DAB for review and approval.

Compliance with the provisions of the Financial Guidelines will be reviewed by the BCS finance staff as part of the annual budget process.

#### **6. Fee Ordinance**

Dave Miletich and Chris Storey presented a staff report update. The Fee Ordinance has already been approved by DAB to allow the Director the authority to set fees on a regular basis.

A discussion of the specific processes and options ensued.

Motion: Susan to adopt option #2, Bill. APPROVED unanimously.

Dave: will set dates in August for presentation.

#### **7. Capital Asset Replacement Update**

Laura Zentner presented an update of the proposed Capital Asset Replacement program. Laura emphasized that the program is about existing assets and not new capital assets. Laura explained the history of the assets acquired over the years and specifically spoke about the relationships with the City of Milwaukie and Happy Valley. She also discussed the current capital asset program and funding for that program over the years. Laura discussed the financial reporting complications that arise when assets are shared and/or owned by multiple agencies. Following is an overview of the proposed process and update of the plan:

1. Prepare an initial inventory of existing capital assets
2. Update the inventory of existing capital assets on an annual basis
3. Develop a funding methodology to pay for the repair and replacement of existing capital assets
4. Set aside funds each year for the repair and replacement of existing capital assets
5. Create an Asset Management Plan that is sustainable and incorporated into the five-year financial plan
6. Evaluate and update the Asset Management Plan on an annual basis
7. Develop Financial Guidelines with regards to capital asset repair and replacement

Laura talked about the next steps in the process which include the development of asset replacement criteria and the development of a methodology to use in an annual evaluation analysis to determine the appropriate and realistic amount of funds to set aside each year to adequately maintain, repair and replace district assets.

The following proposed Capital Asset Financial Guidelines were discussed and will be brought back to the DAB for approval:

1. The District will maintain its infrastructure at a level adequate to protect the District's capital investment and to minimize future maintenance and replacement costs. It shall be the goal of the District not to defer maintenance of infrastructure.
2. Equipment replacement costs for vehicles and other equipment will be charged to all operating funds on a uniform and equitable basis. The amount will be based on the replacement cost of each operating fund's capital assets.
3. The District shall dedicate a portion of fees, charges and other revenue sources to capital asset maintenance and replacement on an ongoing basis. The fee will be evaluated annually as part of the annual budget process and *Asset Management Plan Update*.

#### **8. Master Plan Update**

GreenPlay has been hired as the consultant for the Master Plan process. Walker Macy is a partner and sub-consultant. July will be the start of the focus groups and public meetings. A needs assessment survey will be going out to 5000 households.

#### **9. Natural Resources Update**

- Fire Management Project will wrap up by the end of September
- July 1, 2012 is the start of the public review
- Less than 1% of the trees on Mt. Talbert will be removed.
- Spring Park, Highland Summit Open Space, Forest Creek Open Space, Ostermann Park – other projects
- Camas Creek – WES project; implementing a couple of elements of the north side plan in Aug/Sept.

#### **10. North Clackamas Aquatic Park Update**

Jason Amos is a new aquatic supervisor. The American Red Cross swimming curriculum costs have gotten exorbitant. NCAP staff successfully created an NCPRD swim program. NCAP is expecting 4000 participants, new programs this summer, and year round swim team.

#### **11. Division Reports**

Michelle:

- Tomorrow night 6 pm at library re: Sunnyside Village #5 park public meeting. Developing concepts for the park.
- Planning Commission recommended north side plan to city council.
- Trolley Trail celebration well attended and good feedback. Great new map of the trail being printed.
- Scouter Mtn/Mt. Scott open house well attended. Great feedback.
- Grant presentation of the Hood View playground.
- Metro working on Scouter Mtn. shelter and restrooms; should be done next summer.
- Riskey Park work is under way.
- Volunteer planning intern doing an update to ADA plan. Will also go into Master Plan and capital replacement.
- Annie placing order for clothes with logo.
- July meeting: planning tour of Hood View and Trillium park – focus on the east side of the 205.

Dave:

- New chairs for DAB
- Joan Young retiring the end of June.

- Dave is the Interim Director for MC. Will hire Interim Manager in the next two weeks for 6 months to keep things running smoothly while we develop a plan. Robin is going to MC to work in the office.
- Met with C/CAB re: changes transitions. Bill appreciated Dave and Gary attending meeting to explain.

## **12. Board Members' Comments**

- Renee leaving the board. Gifts
- Kristen: batter's boxes get a lot of wear. Capital expense unexpected.

## **13. Adjournment**

Mike, Renee



# NORTH CLACKAMAS

PARKS & RECREATION DISTRICT

## DISTRICT ADVISORY BOARD MEETING MINUTES

**Date/Time:** July 11, 2012 at 4:00 p.m.

**Location:** Aquatic Center – A Tour of Parks

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In attendance:

**DAB Members:**

MaryLee Walden

Mike Miller

Bill Bersie

Eric Shawn

Jason Tuck

Kristin Mitchell

**Guests:**

Commissioner Paul Savas

Chris Randall

Eric Shawn

Bill Monahan

Susan McCarty

Lynn Fisher

**Staff:**

Gary Barth

Dave Miletich

Michelle Healy

Katie Dunham

Annie Rusunen

Fiona Gwozdz

Kevin Cayson

Jason Amos

Joe Loomis

In lieu of a regular DAB meeting, the DAB, staff and guests toured a number of District parks located on the east of 1-205. The bus tour began and ended at the North Clackamas Aquatic Park.

**Parks toured:**

Southern Lites Park and Mount Scott Trail

Happy Valley Park

Hood View Park – box meals were provided

Trillium Creek Park

Sunnyside Village Park #5

Village Green Park/Library

Pfeifer Park

Returned to the Aquatic Park at 7:15 p.m.



## **DISTRICT ADVISORY BOARD DIVISION REPORTS**

**For the month of: July 2012**

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### **North Clackamas Aquatic Park**

July 4<sup>th</sup> Big Surf! was held from 12 to 4 p.m. with approximately 350 patrons enjoying the waves and slides.

Summer swim lessons are well under way. Lessons continue to be very popular with 1,049 children already having completed swim lessons this summer. Our fourth session begins on August 6<sup>th</sup> and we offer swim lessons all year-round.

Now in its fourth year, the popular NCPRD Piranhas summer swim team has grown to 103 swimmers ranging in age from second graders to a college-bound NCAA swimmer. Due to the size of the team, the program has three separate practices. During the month of July, the Piranhas participated in the following swim meets:

July 14 - Thunderbolt Classic at Tualatin Hills Terpenning Complex. This was the first time Piranhas swimmers participated in a USA Swimming sanctioned meet. One of the Piranhas made A-times (top level state times) in 3 of her 4 events.

July 23 - Multnomah Athletic Club, non-scored meet. Over 60 Piranhas attended.

July 27 - Home meet at NCAP. Multnomah Athletic Club, East Side Clackamas, East Side Milwauki, and Oregon City Swim Team. Over 130 swimmers and their families packed the Aquatic Park for this non-scored meet.

The Aquatic Park Facebook page has over 1,100 likes and growing! We have been utilizing some techniques that will hopefully promote continued growth and are proud to say that we have almost doubled our likes over the past 30 days.

July 19<sup>th</sup> was the birthday of former staff person and Steel Mountain's namesake, Justin Steel. All rock climbs were free for the day due to donation from Steel family. Steel Mountain was highly popular and Justin's parents stopped by to see the wall in action.

### **Recreation**

There has been a wide variety of youth summer camps and programs taking place around the Park District during the month of July. The following camps were brand new and were developed, coordinated and run by NCPRD Recreation employees:





# NORTH CLACKAMAS

SCHOOL DISTRICT

## DISTRICT ADVISORY BOARD DIVISION REPORTS

Sheri's Cheer and Dance Camp - Participants ages 6 - 8 years learned tumbling, dances, stunts and cheers.

Amazing Adventures Summer Camp -

Week 1: Olympic themed. Campers learned about the history of the Olympics and participated in their own competitive games, such as discus (frisbee) throw, long jump, wheel barrel races, and aquatics (water balloon toss).

Week 2: Fitness themed. Campers participated in team-building activities and discussed the importance of leading a healthy, active life.

We have also partnered with other instructors and recreation agencies to offer additional youth opportunities and classes such as:

Lego Engineering	Horseback	Multi-Sport	Bowling
Drama/Improv	Baseball	Soccer	Outdoor Adventures
Dance	Basketball	Tennis	Volleyball
Art	Football	Track and Field	Golf

NCPRD 2012 Summer Camps have been held in multiple locations, including North Clackamas School District sites: Mt. Scott Elementary, Alder Creek Elementary, Wichita Center, Clackamas High School and Milwaukie High School

The Recreation Staff made appearances at the Happy Valley July 4<sup>th</sup> Parade and the Milwaukie Daze Parade.

### Movies in the Park:

So far, almost 1,000 people have attended this year's Movies in the Park. The largest-attended movies took place at Village Green Park, sponsored and promoted by the Sunnyside Library, and at Portland Waldorf School, sponsored and promoted by the Milwaukie Daze committee. In addition to the Milwaukie Daze movie, staff organized a flashmob and Zumba demo to promote August's Zumba in the Park.

### Upcoming Movies:

Movie	Date	Location	Sponsored By
<i>Bolt</i>	8/10	North Clackamas Park	Fido Friday; Admission \$5 adults/\$2 children Dogs free! Proceeds benefit Meals on Wheels
<i>The Smurfs</i>	8/17	Happy Valley Park	Miramont Pointe



# **NORTH CLACKAMAS**

PARKS & RECREATION DISTRICT

## **DISTRICT ADVISORY BOARD DIVISION REPORTS**

*The Adventures  
of Tintin*

8/27

Milwaukie Covenant  
Church

Linwood Neighborhood Association

### Upcoming August Events:

The Recreation staff has organized the Austin Miller Memorial Bike Ride to take place on Saturday, August 4<sup>th</sup>. This event will be based at Stringfield Park and the Trolley Trail and will feature vendors, RecMobile activities, a kid's bike ride and a longer ride for more experienced cyclists. The event will celebrate the life of Austin Miller, the brother of an NCPD employee. Austin, a 15-year old boy, was killed in a biking accident in 2008. Agencies involved in the event include Clackamas Fire District, Milwaukie Police Department and Clackamas County Safe Communities Program.

Zumba in the Park will take place at the Rose Garden in North Clackamas Park every Tuesday, 6:30 - 8 p.m., during the month of August. This drop-in event is \$3 at the door and is free for children age 12 and younger. This event is sponsored by Providence and Northwest Primary Care.

The RecMobile staff will be participating in the following events during the month of August:

- August 1: RecMobile at Happy Valley Master Plan Meeting
- August 2: Cosmic Teen Night at Sunnyside Library
- August 4: Austin Miller Memorial Bike Ride at Stringfield Park
- August 7: National Night Out at Mill Park
- August 10: FIDO Friday at North Clackamas Park

### **North Clackamas Park**

North Clackamas Park fields were host to four major youth baseball and softball tournaments in July. These tournaments consisted of Clackamas County Junior Baseball 10U/ 12U tournaments, the ASA 18A Regional Qualifier Tournament and the NAFA Softball World Series.

Weeknights were still busy with local youth softball and baseball games.

### **Hood View Park**

Hood View Park was busy with adult softball league and playoffs games on weeknights. The weekdays and weekends were filled with USSSA / ASA adult softball tournaments and youth baseball tournaments. The 14U Clackamas County Junior Baseball Tournament was held July 19<sup>th</sup> – 22<sup>nd</sup>. The 24 teams were vying for a spot in the Junior Baseball of Oregon State Tournament.



# **NORTH CLACKAMAS**

RECREATION DIVISION DISTRICT

## **DISTRICT ADVISORY BOARD DIVISION REPORTS**

Hood View Park was also the host site of NW Nations Championship on July 13<sup>th</sup>-15<sup>th</sup>. Forty-four youth baseball teams from Oregon, Washington and Idaho battled it out to be crowned the Northwest Champion!

Sunday afternoons and evenings the fields were utilized by the 28 team Twelve Step Recovery adult softball league.

### **Alder Creek Middle School, Milwaukie High School, and Rex Putnam High School Turf Fields**

The Nike Cup soccer tournament was held July 27<sup>th</sup>-29<sup>th</sup>. Three-hundred youth soccer teams from six western states participated in this years three day event. Clackamas United Soccer Club was the local host for the Nike Cup games played on the ACMS, MHS and RPHS fields.

Weeknights continue to be busy with youth soccer practices.

### **Mt Scott Elementary Gym**

Weeknights and Sundays are busy with adult basketball and volleyball programming.

### **Pfeifer Park**

Weeknights are busy with local youth soccer practices.



3

OFFICE OF COUNTY COUNSEL

August 9, 2012

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

Board of Commissioners  
Clackamas County

**Stephen L. Madkour**  
County Counsel

Members of the Board:

**David W. Anderson**  
**Kimberley Ybarra**  
**Kathleen Rastetter**  
**Scot A. Sideras**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Rhett C. Tatum**  
Assistants

**A Public Hearing Considering the Formation of an  
ORS 371 Road Service District for the  
Provision of Road Services in the Government Camp Area**

On June 10<sup>th</sup>, 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.

The petition's filing date was after the due date for allowing a vote on the matter in November 2012, and normally the vote would have to wait until May 2013. As discussed at the Board's July 31, 2012 Study Session, however, the Board can initiate consideration of the same matter as proposed on the petition under its own authority and allow the matter to be considered by the public on Election Day in November 2012. The Board did so at its July 26, 2012 public meeting by issuing 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").

Attached is a proposed board order that would preliminarily approve formation of the Proposed District. Included with the proposed board order are (i) a boundary description, (ii) a map of the Proposed District, and (iii) reserved space for the reasons for decision. The County's boundary consultant is preparing a report that provides additional information regarding the applicable criteria, which will be circulated and made available to the public on Monday August 6<sup>th</sup>.

#### RECOMMENDATION

The staff respectfully recommends that the Board preliminarily approve the formation of an ORS 371 Road District to support the Government Camp area and order a second hearing be held on September 6<sup>th</sup>, 2012 to hear additional testimony on the matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Storey", with a long horizontal line extending to the right.

Chris Storey  
Assistant County Counsel

For more information on this item, please contact Chris Storey at 503-742-5397 or [chrisstor@co.clackamas.or.us](mailto:chrisstor@co.clackamas.or.us)

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

In the Matter of Approving  
Boundary Change Proposal  
No. CL-0012



ORDER NO. 2012-\_\_

This matter coming before the Board at this time, and it appearing that by Order No: 2012-74, this Board initiated the formation of a road district under ORS Chapter 371 for road services to be known as the "Government Camp Special Road District"; and

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report; and

It further appearing that this matter came before the Board for public hearing on August 9, 2012 and that a decision of approval was made on August 9, 2012;

It further appearing that the Board is required to hold a second hearing as required by ORS 198.810 (2); and

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. 0012 (as described in Exhibit A and depicted on Exhibit B) is approved for the reasons stated in attached Exhibit C and that a final hearing on Boundary Change Proposal No. CL-0012 will be held on September 6, 2012.

ADOPTED this 9th day of August, 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:

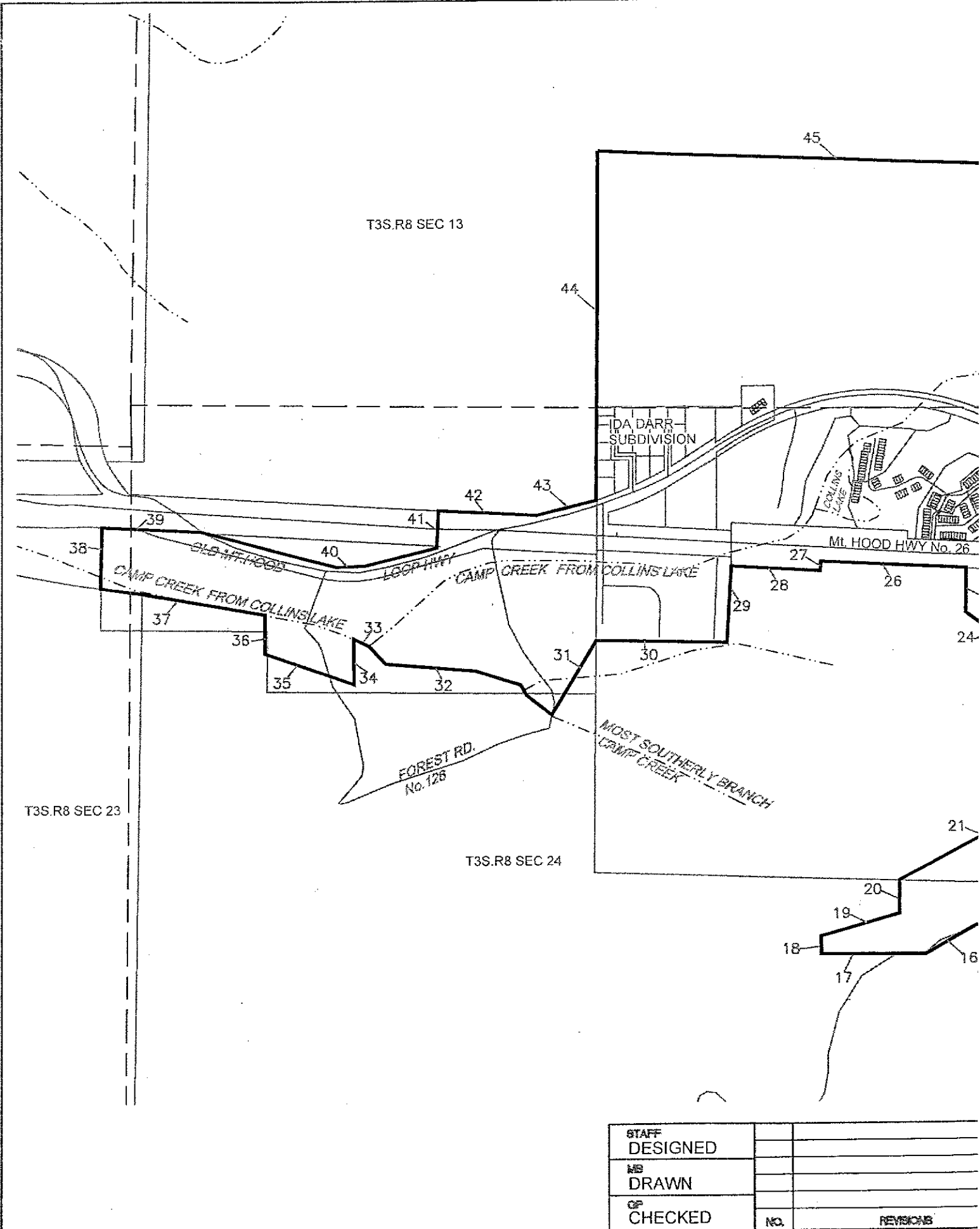
1. Beginning at the northwest corner of the plat of "ALPENGLADE PARK" (Plat No. 2371), Survey Records of Clackamas County;
2. thence East, along the north line of said "ALPENGLADE PARK" and the north line of the plat of "GOVERNMENT CAMP PARK No. 2" (Plat No. 616), Survey Records of Clackamas County, 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.



STAFF DESIGNED		
MS DRAWN		
CP CHECKED		
	NO.	REVISIONS



**Exhibit C**

**FINDINGS AND REASONS FOR DECISION**

Based on the staff report and the public hearing, the Commission finds that:

*[To be determined at Hearing]*

August 9, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

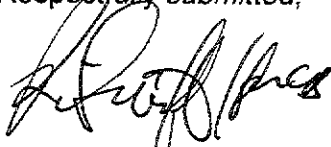
**Board Order # \_\_\_\_\_ Approval of Mental Health Director's  
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of David Sant, LMSW, with Cascadia, Sara Dotson, LCSW, Adam Peterson, M.Ed. by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**Recommendation**

Staff recommends the Board approve the attached Board Order of David Sant, LMSW, with Cascadia, Sara Dotson, LCSW, Adam Peterson, M.Ed., as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker  
Director

For more information on this issue or copies of attachments,  
please contact Teri Beemer at 503 655-8356

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

In the Matter of the Designation of David  
Sant, LMSW, with Cascadia, Sara  
Dotson, LCSW, Adam Peterson, M.Ed.,  
as Mental Health Director Designees to  
Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of David Sant, LMSW, with Cascadia, Sara Dotson, LCSW, Adam Peterson, M.Ed., as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of David Sant, LMSW, with Cascadia, Sara Dotson, LCSW, Adam Peterson, M.Ed., as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 9th day of August, 2012.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**426.233 Authority of community mental health program director and of other persons; costs of transportation.** (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



August 9, 2012

Board of Commissioners,  
Clackamas County

Members of the Board:

**Approval of an Interagency Agreement Amendment #3 with City of  
Lake Oswego/Lake Oswego Adult Community Center to Provide  
Social Services for Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of Amendment #3 to the Interagency Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

This agreement provides services funded by Older Americans Act in the Lake Oswego area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the agreement amount by \$44,421; to a total of \$88,430. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective July 1, 2012 and continues through June 30, 2013.

**Recommendation**

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

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Brenda Durbin, # 503-655-8641

*Healthy Families. Strong Communities.*

Contract Amendment  
Health, Housing and Human Services

DHS Contract Number: SSD-30-11/12

Board Order Number: 070711-A2

Division: Social Services

Amendment Number 3

Contractor: City of Lake Oswego/Lake Oswego Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013. This results in a net increase to the contract budget of \$44,421.

---

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011.  
This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012.  
This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,943 in Older Americans Act III-B funds, \$1,681 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$12,713 in NSIP funds, and \$10,172 in Ride Connection funds; for a total net compensation of \$44,009.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,943 in Older Americans Act III-B funds, \$1,681 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$13,125 in NSIP funds, and \$10,172 in Ride Connection funds; for a total net compensation of \$44,421.

**Amend**

**Lake Oswego Adult Community Center**  
Fiscal Year 2011-12

Service Category	NSIP Funds (1)	OAA III B Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	OAA Match (5)	Ride Con Funds (6)	Program Income (7)	NO. OF UNITS (8)	TOTAL COST (9)	REIMBURSEMENT RATE (10)
Case Management		3,595			400			122	3,995	\$29.45
Reassurance		2,400						78	2,400	\$30.90
Info. & Assistance		4,091			455			252	4,546	\$16.23
Transportation - OAA III-B		4,857			540		486	971	5,883	\$5.00
Physical Activity/ Falls Prevention			900		0			45	900	\$20.00
Preventative Screening, Counseling, & Referrals			781		0			20	781	\$40.00
Respite Program				4,500	1,500			120	6,000	\$37.65
Trans - Ride Con In Dist					0	10,172	678	1,356	10,850	\$7.50
NSIP Meals	12,713				0			16,950	12,713	\$0.75
<b>TOTALS</b>	<b>\$12,713</b>	<b>\$14,943</b>	<b>\$1,681</b>	<b>\$4,500</b>	<b>\$2,895</b>	<b>\$10,172</b>	<b>\$1,164</b>		<b>\$48,067</b>	

\$48,067

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 = 9)

Reimbursement Rate ( 1 + 2 + 3 + 4 + 6/ 8 = 10)

Source of OAA Title III B, III D and III E match -Center Manager's time devoted to program supervision and administration.

**Total Contract Amount:**          \$44,009

**To Read**

**Lake Oswego Adult Community Center**  
Fiscal Year 2012-13

Service Category	NSIP Funds (1)	OAA III B Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	OAA Match (5)	Ride Con Funds (6)	Program Income (7)	NO. OF UNITS (8)	TOTAL COST (9)	REIMBURSEMENT RATE (10)
Case Management		3,595			400			122	3,995	\$29.45
Reassurance		2,400						78	2,400	\$30.90
Info. & Assistance		4,091			455			252	4,546	\$16.23
Transportation - OAA III-B		4,857			540		486	971	5,883	\$5.00
Physical Activity/ Falls Prevention			900		0			45	900	\$20.00
Preventative Screening, Counseling, & Referrals			781		0			20	781	\$40.00
Respite Program				4,500	1,500			120	6,000	\$37.65
Trans - Ride Con In Dist					0	10,172	678	1,356	10,850	\$7.50
NSIP Meals	13,125				0			17,500	13,125	\$0.75
<b>TOTALS</b>	<b>\$13,125</b>	<b>\$14,943</b>	<b>\$1,681</b>	<b>\$4,500</b>	<b>\$2,895</b>	<b>\$10,172</b>	<b>\$1,164</b>		<b>\$48,480</b>	

\$48,480

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 = 9)

Reimbursement Rate ( 1 + 2 + 3 + 4 + 6/ 8 = 10)

Source of OAA Title III B, III D and III E match -Center Manager's time devoted to program supervision and administration.

**Total Contract Amount:**                \$44,421





6

MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

August 9, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Work and Financial Plan between Clackamas County and  
United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Wildlife Services (APHIS-WS) for FY 2012-2013**

Clackamas County has an ongoing agreement (Cooperative Service Agreement 09-73-41) with APHIS-WS for County Trapper Services. The agreement provides predator control where livestock and public health and safety are jeopardized.

While a portion Clackamas County is considered part of the greater Portland-Metropolitan Area, the majority of the County supports small local communities and large tracts of farm, park and forest lands. The rural nature of Clackamas County provides rich recreational and agricultural opportunities for its citizens and visitors. The historically significant County Trapper/predator control service continues to be an essential activity still supported by the County budget.

The attached Work and Financial Plan represents the fiscal year 2012-2013 portion of the continuing agreement. The amount of Clackamas County's current year program support is \$56,343.00.

Funding has been budgeted in Clackamas County's 2012-2013 Non-Departmental line 100-9110-441010.

The attached documents have been reviewed and approved by County Counsel.

**RECOMMENDATION**

Staff respectfully recommends the Board approve the attached Work and Financial Plan for FY 2012-2013 for County predator control.

Sincerely,

Marc S. Gonzales  
Finance Director

For information on this issue or copies of attachments  
please contact Judy Nastrom at (503) 742-5409



**John S. Foote, District Attorney for Clackamas County**

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

8

August 9, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of  
Services Contract Renewal For The Children's Center of Clackamas  
County**

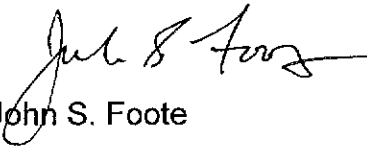
The purpose of the attached agreement is to renew the services contract for The Children's Center of Clackamas County for one year that covers the period beginning July 1, 2012 and continues through June 30, 2013.

The terms of the original contract have not changed as the County will receive \$263,000 from the State of Oregon for child abuse multidisciplinary intervention and these funds will be passed through to the Children's Center. In addition, the District Attorney has appropriated the amount of \$30,000 from the 2012- 2013 budget sourced from the County's General Fund and these funds have been dedicated to the Children's Center.

**RECOMMENDATION:**

I respectfully recommend that the Board approve the contract renewal between Clackamas County and the Children's Center of Clackamas County as submitted.

Sincerely,

  
John S. Foote

For information on this issue or attachments please contact  
Sarah Brown at (503) 650-3532.

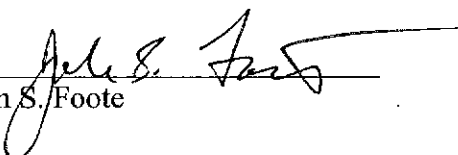
CONTRACT RENEWAL 2012 – 2013  
MULTI-DISCIPLINARY (MDT) / SERVICES FOR THE CHILDREN'S  
CENTER OF CLACKAMAS COUNTY

This document serves as written approval for a one year renewal of the existing 2011 – 2012 Personal Services contract entered into by and between Clackamas County, and **The Children's Center of Clackamas County**, in the amount of \$263,000.

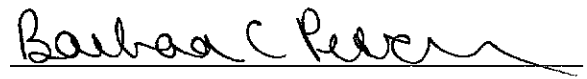
This agreement covers the Services as described in Attachment "A" and Attachment "B" of the original contract. This agreement covers the period beginning **July 1, 2012 and continues through June 30, 2013.**

By their signatures below, the parties agree to the renewal of this contract.

CLACKAMAS COUNTY  
DISTRICT ATTORNEY By:

  
\_\_\_\_\_  
John S. Foote

CHILDREN'S CENTER of CLACKAMAS  
COUNTY BOARD OF DIRECTORS By:

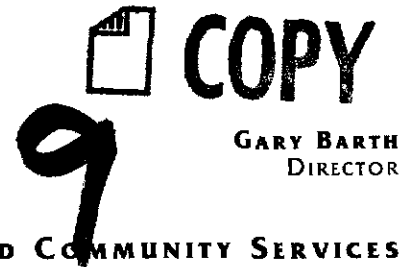
  
\_\_\_\_\_

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS By:

\_\_\_\_\_  
Charlotte Lehan, Chair

\_\_\_\_\_  
Date





GARY BARTH  
DIRECTOR

**BUSINESS AND COMMUNITY SERVICES**

August 9, 2012

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Execute an Intergovernmental Agreement for Right of Way  
Services with the State of Oregon Relating to the Springwater  
Trail Project: Paving from Rugg Road to Dee Street**

The County Parks division requests that the Board of County Commissioners execute an Intergovernmental Agreement for Right of Way Services with the State of Oregon relating to the Springwater Trail Project which extends from Rugg Road to Dee Street. The IGA is a standard requirement for projects receiving ODOT funding and project management assistance, and a function of the federal transportation enhancement dollars committed to the project. The document contains details that will dictate responsibilities and limitations associated with the County's potential need to utilize State services related to real property and right-of-way activities in association with the Springwater Trail project, which will pave the existing travel surface of approximately 2.25 miles. The Right-of-Way for the subject project is currently owned by the City of Portland, which has previously completed work to ascertain adequate ownership of the trail corridor to move the project forward. The County is the sponsor of this segment of trail work due to its location in the unincorporated area. At this point, it is unlikely that the County will need the State to provide assistance in providing right-of-way services. However, the IGA is a standard requirement, so that, should state assistance be needed, it can be rendered in a timely manner, with clear understanding regarding the parties' roles, responsibilities, term, communications and limitations. The document has received legal review. Minor edits were recommended, but were rejected by the State due to the template nature of the document.

**Recommendation**

Business and Community Services recommends that the County sign and execute the subject Intergovernmental Agreement for Right of Way Services with the State of Oregon relating to the Springwater Trail project.

Sincerely,

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

Gary Barth, Director  
Business and Community Services

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

**INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**  
Springwater Trail: Rugg Road - Dee Street

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 "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain Springwater Trail is part of the Regional Trails System under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. N/A, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 26432. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."

**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, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under

no conditions shall Agency's obligations for said services exceed a maximum of \$5,000.00, including all expenses, unless agreed upon by both Parties.

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) calendar years following the date of final execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

### **STATE OBLIGATIONS**

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. If the State performs right of way services on behalf of the Agency, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Jerry Swan, Right of Way Agent, 123 NW Flanders Street, Portland, OR 97209-4012, 503-731-8443, jerry.d.swan@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

### **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency may utilize its own staff or subcontract any of the work scheduled under this Agreement provided Agency receives prior written approval of any staff, consultant or contractor by the State's Region Right of Way office.
4. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
5. Agency's right of way contact person for this Project is Kath Rose, Sr. Right of Way Agent, 150 Beavercreek Road, Oregon City, OR 97045, 503-742-4713, kathros@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**PAYMENT FOR SERVICES AND EXPENDITURES:**

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$5,000.00. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

**GENERAL PROVISIONS:**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
  - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Party 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 fails to correct such failures within ten (10) days or such longer period as may be authorized.
  - c. If Agency 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 State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement *actually and reasonably incurred and paid or payable* by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (*including attorneys' fees*), judgments, fines and amounts paid in settlement *actually and reasonably incurred and paid or payable* by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. If federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, 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.

12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. 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.
14. This Agreement and attached exhibits constitute 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.

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

**Signature Page to Follow**



10

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

August 9, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

CHANGE ORDER NO.2  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO.1  
AND RICHARD PHILLIPS MARINE, INC.  
FOR THE  
HOODLAND EMERGENCY OUTFALL REPAIRS PROJECT

On May 3, 2012, the Board of County Commissioners approved a construction services contract between Clackamas County Service District No.1 (District) and Richard Phillips Marine, Inc. (RPM) for the Hoodland Emergency Outfall Repair Project for an amount not to exceed \$213,500.

District staff and RPM have identified items during construction that were not identified in the contract documents but are required to complete the project. Since the time the bid documents were prepared and bids were received, the river has changed course on us again and the channel is deeper and is transporting more flow to the South bank than it did during design. Additional work is required to enhance and stabilize the stream bank and to divert the flow for construction.

District Staff has negotiated Change Order No. 2 with RPM to provide the required materials and additional equipment and labor to complete the work.

Change Order No.1 increased the total contract price by 7% from \$213,500 to \$228,460. Change Order No.2 increases the contract price by \$9,260.64 from \$228,460 to \$237,720.64. Change Order Nos. 1 and 2 combined increase the original contract by 11.3%. This exceeds the Directors signature authority by 1.3%.



RECOMMENDATION:

For these reasons, District Staff recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1, approve Change Order No.2 of the agreement between Richard Phillips Marine, Inc., and Clackamas County Service District No.1 for the Hoodland Emergency Outfall Repairs Project, and;
- 2) Authorize the Director of Water Environment Services to execute Change Order No. 2 for an amount not to exceed \$9,260.64.

Sincerely,



Michael Kuenzi, PE  
Director

For information on this issue or copies of attachments, please contact Trista Crase at (503) 742-4566

Change Order No.2  
 Hoodland Emergency Outfall Repairs  
 Project P111963



## CHANGE ORDER #2

**Project No. P111963**

**Contract Change Item No. 2**

<b>Contract Name:</b>	Hoodland Emergency Outfall Repairs	<b>Orig. Contract Amount</b>	\$213,500	<b>Days</b>	110
<b>Owner:</b>	Clackamas County Service District No.1	<b>Prev. Appvd. Changes</b>	\$ 14,960	<b>Days</b>	0
<b>Contractor:</b>	Richard Phillips Marine	<b>Amount This Change</b>	\$9,260.64	<b>Days</b>	5
<b>CM/Engineer:</b>	Jim Fisher / Kennedy /Jenks	<b>Revised Contract Amt.</b>	\$237,720.64	<b>Days</b>	115

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)
CPR 002 – River conditions in the south channel have changed since design. Provide modified breakwater structures.	\$6,640.40		2
CPR-004 R-1 – Provide bank stabilization materials shown on revised sheet C4-detail 2	\$2,938.80		1
CPR-005 – provide berm to prevent water from entering south channel. Conditions on the gravel bar differ from what was in place during design and bidding.	\$5,826.60		2
CPR-006 R-1 – Credit to install diffusers for the secondary outfall at sta 5+20 and the primary at Sta 5+10. Adjust stationing so that the locations are in the deepest pools.		(\$6,145.16)	
<b>Totals:</b>	\$1,405.80	\$6,145.16	5
<b>Net Change in Contract Amount:</b>	\$9,260.64		0 days

Change Order No.2  
Hoodland Emergency Outfall Repairs  
Project P111963

The amount of the contract will be increased by the sum of \$9,260.64 and the contract time shall be extended by 5 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: Schedule of Value, CPR 2,3,4,6

Accepted:  /Contractor Date: 7-26-12

Recommended:  /Owner PM Date: 7/26/12  
Randy Rosane

Approved: \_\_\_\_\_ /Director Date: \_\_\_\_\_  
Mike Kuenzi

Distribution: Owner: two (2) original  
Engineer: copy  
Contractor: original  
CM 10.3.1: original



**Beyond** clean water.

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

August 9, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF A CONSTRUCTION AGREEMENT BETWEEN HENDERSON LAND SERVICES, LLC AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 FOR THE MT. SCOTT CREEK AT NORTH CLACKAMAS PARK RESTORATION PROJECT**

The Mt. Scott Creek Restoration Project seeks to address many of the challenges and concerns facing the Kellogg-Mt. Scott Creek watershed, including fish passage issues, lack of riparian vegetation, in-stream erosion, undercutting of stream banks and water quality concerns. Mt. Scott Creek also needs deep pools and large woody debris for fish habitat, as well as cooler summer water temperatures. Adult salmon, steelhead, and cutthroat trout have been documented in Mt. Scott Creek.

Water Environment Services (WES), on behalf of Clackamas County Service District #1 (CCSD #1) has worked with North Clackamas Parks and Recreation District (NCPRD), the City of Milwaukie and Oregon Dept. of Fish & Wildlife (ODFW) to design a project to address these issues. The project will improve habitat diversity for fish and wildlife and water quality in the creek. The project will also improve watershed health awareness, provide community stewardship opportunities, increase educational opportunities, and enhance access to nature.

The project is being funded by a variety of sources, including a Metro Nature in Neighborhoods grant in the amount of \$150,000. Other funders include CCSD #1 and NCPRD.

**RECOMMENDATION:**

District staff respectfully recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1, approve the agreement for Construction Services between Henderson Land Services, LLC and Clackamas County Service District No.1 for the Mt. Scott Creek Restoration Project, and;

Board of Commissioners  
August 9, 2012  
Page 2

- 2) Authorize the Director of Water Environment Services to execute the Agreement for the amount of \$167,850.00.

Sincerely,

A handwritten signature in black ink, appearing to be 'MK', written over a horizontal line.

Michael Kuenzi, PE  
Director

For information on this issue or copies of attachments, please contact Trista Crase at (503) 742-4566

**AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN  
CLACKAMS COUNTY SERVICE DISTRICT NO. 1  
AND  
HENDERSON LAND SERVICES, LLC**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of August in the year 2012 by and between the Clackamas County Service District No. 1 (hereinafter called OWNER) and Henderson Land Services, LLC, an Oregon limited liability company (hereinafter called Contractor).

OWNER and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents as defined in the RFP. The Work is generally described as follows:

Procurement of materials for and construction of the Mt. Scott Creek Restoration Project, except that Owner will supply large woody debris and pedestrian bridge.

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

- 3.1 The term Engineer is defined in the Supplementary Conditions of the bid documentation.
- 3.2 Engineer is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.
- 4.2 The Contractor shall commence work within 10 calendar days after receipt of written Notice-to-Proceed or as soon as all permits are in place. Contractor shall substantially complete the Work within 150 calendar days of Notice-to-Proceed, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar days after Notice-to-Proceed, but no later than September 30, 2013. However, all **in-water work must be completed by September 30 2012**, or the date designated by Oregon Department of Fish and Wildlife (ODFW) as the end of the allowable in-water work period. ODFW may extend the in-water work window as the season progresses. The written notice to proceed will be forwarded to the Contractor af-

ter the Contractor submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, signed by the OWNER.

- 4.3 Contractor and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the 180 days specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, Contractor shall pay OWNER Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment, plus any fees or penalties imposed by regulators for other violations.

#### Article 5. CONTRACT PRICE

OWNER shall pay Contractor for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to the paragraphs below:

Unless changes and alterations in the Plans, quantities or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done.

If, however, changes and alterations in the Plans, quantities or details of construction materially change the character of work or unit costs thereof, compensation for such work will be made on such basis as may be agreed upon in advance of performance of work, or in case no such basis has been agreed upon, then an allowance may be made, either for or against the Contractor. Payment will be made at unit prices only for work actually performed or materials actually furnished according to actual measurement. If the amount of any major work item changes by more than 25% except as noted, compensation for all work that differs from the original estimated quantities for that work item may be made on such basis as may be agreed to in advance of performance of work, or in case no such basis has been agreed upon, an allowance may be made, either for or against the Contractor in such amount as the Engineer determines is fair and equitable. For the purpose of this Section, a major work item is defined as an item that constitutes at least 10% of the total contract bid amount based on either the estimated original quantities or the actual quantities and Contractor's original Bid prices.

If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This

price will be determined by dividing the Contractor's applicable breakdown category price by the estimated quantities of all units of work within the applicable breakdown category.

Bidder must include in their Bid prices the entire cost of the work set forth in the Bid.

The Contract Price is ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY and 00/100 DOLLARS (\$167,850.00). The Work shall not exceed such Contract Price above without prior written authorization of OWNER.

#### Article 6. PREVAILING WAGE RATES

- 6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR's payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage in effect for this contract.

#### Article 7. PAYMENT PROCEDURES

##### 7.1 Progress Payments and Retainage

- A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.
- B. If the Contract is for a public work and the Contract price is \$10,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.
- C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5<sup>th</sup> day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.
- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.



- E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.
- G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the Contractor's estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by OWNER until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.
- H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the Contractor's submittal in paragraph C above. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the OWNER, (8) failure of Contractor to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

- I. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by OWNER.
- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Engineer.
- L. Contractors are required to provide the OWNER with a list of Contractor's personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

## 7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Section 00700, Subsection 10.05, Claims and Disputes.
- C. Upon receipt of the executed Certificate of Completion from the Contractor, and approval by the Engineer, the Engineer will process the final payment.
- D. Provided Contractor submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows

the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.

- E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the OWNER.
- G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.
- H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefore, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.
- J. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully

and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

- L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by OWNER shall be paid to Surety and not to Contractor in accordance with terms of the Contract.
- M. Acceptance by Contractor of final payment shall release OWNER and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

## Article 8. CONTRACT DOCUMENTS

### 8.1 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and Contractor concerning the Work consist of the following:
  - 1. This Agreement;
  - 2. Performance Bond;
  - 3. Payment Bond;
  - 4. General Conditions;
  - 5. Supplementary Conditions;
  - 6. Specifications (including Appendices if any) as listed in Table of Contents, Contract Specifications, to also include the Oregon State prevailing hourly wage rates for Public Works Contracts in Oregon, and Technical Specifications;
  - 7. Drawings consisting of 23 sheets in addition to the Contract Documents;
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Addenda number(s) 1 to 2 included as Exhibit 1;
    - b. Bid Form;
    - c. Bid Bond;
    - d. Noncollusion Affidavit;
    - e. Resident/Nonresident Bidder Status;
    - f. First-tier Subcontractor Disclosure Form;
    - g. Employee Drug Testing Program Certification Form;
    - h. Public Works Bond Filing Certification; and

i. Prebid Notice and Certification Form.

9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Written Amendments.
- c. Work Change Directives.
- d. Change Order(s).

B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

To the extent there is any conflict between this Agreement and other documents, the terms of this Agreement shall control.

## Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and Contractor each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Two- Year Maintenance and Warranty

A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not

caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or system.

- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the Contractor shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
1. Continuance of the contract performance bond at the original or a reduced amount.
  2. Maintenance bond in a format and with the conditions acceptable to the OWNER.
  3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.
  4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

#### Article 10. GOVERNING LAW

- 10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon, the ordinances of Clackamas County Clackamas County Service District No. 1, and Clackamas County.

#### Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the Contractor irrevocably assigns to OWNER any claim or cause of action which the Contractor now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by

any person which are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Agreement.

- 11.2 Contractor shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of this Agreement.
- 11.3 In connection with this assignment, it is an express obligation of the Contractor that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the Contractor to advise the OWNER's legal counsel:
- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
  - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
  - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.
- 11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

## Article 12. RECORDS RETENTION

- 12.1 Contractor shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.

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

CONTRACTOR:  
Henderson Land Services, LLC

OWNER:  
Clackamas County Service District No. 1

\_\_\_\_\_  
Company

\_\_\_\_\_  
Michael Kuenzi, Director

200 N. State St., Suite 103

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Lake Oswego, OR 97034

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Date



## Mt. Scott Creek Restoration Project—Project Summary

Water Environment Services (WES), on behalf of Clackamas County Service District #1 (CCSC #1) is working with North Clackamas Parks and Recreation District (NCPRD) and the City of Milwaukie to improve in-stream and riparian areas along lower Mt. Scott Creek within North Clackamas Park. The project will enhance ecological functions and diversity for fish and wildlife and improve water quality in the creek.

Construction is expected to begin in late August or early September 2012, with planting following in winter and spring 2013. After construction, Friends of Trees will organize volunteers to install plantings during winter and spring 2012-13. Friends of Trees will also provide maintenance of the plantings for approximately three years.

The Mt. Scott Creek Restoration project includes the following elements:

- 48,000 square feet of restored and protected riparian forest habitat
- Large woody debris installations for fish habitat, including approximately 45 logs
- 320 linear feet of streambank stabilization and restoration
- 530 linear feet of decommissioned trail
- 50 linear foot pedestrian bridge for ADA access across Camas Creek
- 2 creek overlooks
- Culvert removal and bank restoration at Camas Creek confluence

The activities that will be completed as part of this contract include:

- Remove the crushed culvert from Camas Creek
- Install large woody debris (logs) in and along creek banks, and cable them to boulders
- Construct an overlook deck at the confluence of Camas and Mt. Scott Creeks
- Install concrete abutments for new pedestrian bridge
- Decommission some trails and worn pathways, scarify, seed and prepare for planting
- Construct new crushed stone trails and a crushed stone overlook at the trail terminus
- Install and maintain erosion control measures
- Provide a 2-year warranty of the work

Schedule: The Contractor shall substantially complete the work within 150 calendar days of Notice-to-Proceed, and the Work shall be completed and ready for final payment within 180 calendar days after Notice-to-Proceed, but no later than September 30, 2013. However, all in-water work must be completed by September 30 2012, or the date designated by Oregon Department of Fish and Wildlife (ODFW) as the end of the allowable in-water work period. ODFW may extend the in-water work window as the season progresses.

Scope of Work: The project will be constructed in accordance with the Contract Documents for Construction of Mt. Scott Creek Restoration Project, including the Contract Specifications and the Construction Plans prepared by Greenworks, PC and Interfluve for Clackamas County Service District No. 1 in July 2012.