CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Sitting/Acting as the Governing Body of Clackamas County Service District No. 1

Study Session Worksheet

Presentation Date: March 19, 2013 Approx Start Time: 1:30pm Approx Length: 45 min.

Presentation Title: Clackamas County Service District No. 1 Assessment District 2009-1/North

Clackamas Revitalization Area Sanitary Sewer Project Briefing and Next Steps

Department: Water Environment Services

Presenters: Kathy Frasier, Chris Storey, Doug Waugh, Mike Kuenzi

Other Invitees: Amy Kyle; Development Agency staff; property owners in the Assessment

District/project area

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Staff will present: 1) NCRA Sanitary Sewer Project overview; 2) BCC actions necessary to for finalize Assessment District 2009-1; 3) recommend an interest rate for financing of assessments; and 4) proposed direction to staff.

EXECUTIVE SUMMARY:

The Board of County Commissioners formed the North Clackamas Revitalization Area ("NCRA") urban renewal district in 2006. The purpose of the district was to implement community and Comprehensive Plan goals through public improvement projects, such as installation of sanitary sewers, within the densely populated area. The NCRA Sanitary Sewer Project was identified as one of its first efforts. The Project's objective was to phase out approximately 932 individual onsite wastewater treatment systems, such as failing cesspools and septic systems. This area of unincorporated Clackamas County was annexed to Clackamas County Service District No. 1 (CCSD#1) by Order 2008-136 after receiving a legally sufficient number of qualified petitions requesting annexation.

Project Benefits:

The availability of the new public utility system benefits area property owners and residents through the:

- Increase public health and homeowner safety through the provision of a public system
 if/when the in-ground systems fail; avoid costly pumping and/or need to use commercial
 laundry facilities; or, worst-case, the necessity of vacating the home;
- Increase property live-ability and value through home improvements; facilitates the ability to finance those improvements;
- Reconstruction or restoration of approximately 8.5 miles of neighborhood streets along the construction route.

The NCRA planning and construction effort was designed to be implemented as a three-phase multiple year execution (see the attached NCRA Project map, labeled Exhibit 1). The construction effort was completed in the fall 2012 at a final cost of \$12,117,542.50. The effort came in 4.6% under the original 2009 estimated expenditure of \$12.7 million. The draft Final

Cost Report, attached as Exhibit 2, provides Project details, including background, challenges and outcomes, cost reconciliation and financing for the Project.

The Project has been primarily financed through a Clean Water State Revolving Fund (CWSRF) loan and an American Recovery and Reinvestment Act grant and loan. Assessment District 2009-1 (AD2009-1) was formed on March 19, 2009 by the Clackamas County Board of County Commissioners' Order 2009-20. The District anticipates that income produced by the assessments of benefitting properties for the actual costs of construction will generate the necessary revenue to retire all debt and recover other district costs. Property owners choosing to connect to the system will pay the costs of hook-up and the ongoing rate for monthly sanitary sewer and wastewater treatment services. Property owners will not be required to connect to the system until their existing in- ground system fails or when they apply for an on-site system permit or repair.

Historical Background:

In 1990 CCSD#1 purchased 2,000 Equivalent Dwelling Units (EDU's) from the City of Portland (COP) intending to eventually serve what would later become the NCRA. This purchase was intended to decrease the future load on the Kellogg Treatment Plant, which at the time was nearing its design capacity. The Agreement was amended in 1999 to include portions of north Happy Valley. As of 2008, when the Project was developed, approximately half of this original capacity had been allocated to new district customers. However, the balance was determined to be sufficient to meet the needs of the new NCRA service area. Most of the identified 932 properties serviced by the installation of a sewer collection system transfer their sewerage to the City of Portland through this 1990 wholesale treatment arrangement. (Agreement attached as Exhibit 4.)

Additional highlights:

- There was significant support for public sewer service. During the Clackamas County
 Development Agency's extensive public process to establish the NCRA, provision of a
 public system to the unsewered properties was consistently emphasized by community
 participants and later became a priority of the adopted NCRA 20-year plan.
- The NCRA was regarded by DEQ as the largest densely populated un-sewered area in the state. Along with the City of Milwaukie's adjacent project, the DEQ ranked the two projects number 1 and 2 in the state for CWSRF funding because of its water quality benefit to the Willamette River watershed. SRF program financing rates and terms were comparable to its recent Phase I construction bond offering.
- CCSD#1 was awarded \$4 million in American Recovery and Reinvestment Act (ARRA), including a \$2m grant and a \$2m interest-free loan. These funds replaced a portion of the traditional CWSRF funding that the District intended to secure, thereby lowering project costs for its future customers and existing customer rate base.
- The NCRA Project supports Clackamas County's Strategic Plan Focus Areas to keep our residents safe, healthy and secure and to create a network of vibrant communities. The project also meets the WES Mission to create community value by providing sustainable wastewater services.

The removal of ground injection sewage disposal systems over the next 20 years supports
the District in meeting its Total Maximum Daily Load (TMDL) water quality allocation for ecoli.

FINANCIAL IMPLICATIONS (current year and ongoing):

There are no fiscal impacts to the County General Fund.

This project is intended to be revenue neutral to CCSD#1 where current District ratepayers have only been asked to underwrite or guarantee the loans. It is anticipated that the District will generate sufficient revenue from assessments to pay the annual principal and interest amounts associated with the CWSRF and ARRA loans as they connect.

The NCRA Project was primarily funded through a traditional CWSRF loan, at 2.77% interest, and an ARRA interest-free loan and grant, plus an annual fee of .5% of the outstanding loan amount. Loan terms call for the District to make twice-yearly payments over 20 years, beginning September 1, 2013.

LEGAL/POLICY REQUIREMENTS:

The Assessment District could not be legally finalized until the entire project was complete and all costs known. The process for finalizing AD2009-1 is established by Oregon Revised Statute (ORS) and Clackamas County Order #75-285. However, property owners have been able to connect to the new system as construction of each project phase was completed, tested and accepted, and put in service. To date, 186 new connections have been made, including single-family homes, an apartment complex and a mobile home park.

The Engineer's Report for AD2009-1 established the Assessment District Policy Formula, and the estimated project cost was allocated across the benefitted properties using the Formula. The District mailed each property owner his/her <u>estimated</u> assessment in January 2009.

Using the final project cost, the table below displays the range of final assessments.

<\$8,000	2.9%
\$8,000 to \$9,999	72.2%
\$10,000 to \$12,999	16.7%
\$13,000 to \$16,999	6.8%
\$17,000 to \$29,999	1.4%

Final assessments range from 13% to 20% *less* than the estimates for <\$8,000 to \$12,999 assessments; and 21% to 24% *less* than the estimates for assessments in the \$13,000 to \$29,999 range.

Staff proposes the following timeline for finalizing the assessment district.

April 11	Board Order Accepting Final Cost Report and Setting the Public Hearing to Receive Objections to Individual Final
·	Assessments
	Public Hearing to Receive Objections to Individual
May 2	Assessments and Board Order Levying Final Assessments
May 9	2 nd Public Hearing if needed
May 2 or 9 (pending outcome of public hearing)	Mail Final Assessments with Bancroft application & instructions
May-July	Arrange payments and/or financing
August 1	1 st assessment payment due
September 1	1st CWSRF loan payment due to Oregon DEQ

The proposed schedule allows the District to receive the first assessment payments in advance of its first payment on the CWSRF and ARRA loans in September 2013.

Property owners have the right to apply to the District for payment of the final assessment in installments, as provided by ORS 223.210. For those who wish to finance their assessments through CCSD#1, staff proposes a blended interest rate of 5%, which will reduce the risk to the current ratepayers.

There are two policy issues involving the NCRA that staff would like to discuss with the Board in the upcoming months:

- The NCRA Project area will be subject to CCSD#1's monthly surface water management (SWM) fee, currently \$6.20 per month, as well as standards and fees for future development. The SWM fee was deferred during construction, but staff will seek the Board's direction for implementing it in the near future.
- Under the 1990 wholesale agreement with City of Portland for treatment capacity, CCSD#1 reports to the City on EDU's used and is then billed for transmission and maintenance at a rate beneficial to the District. Staff has received some indications that the City of Portland may request that the Agreement be re-negotiated.

PUBLIC/GOVERNMENTAL PARTICIPATION:

The Project was completed in coordination with the adjacent service providers, the Cities of Milwaukie and Portland. The terms of the separate intergovernmental agreements for construction of common facilities have been met. (Agreements attached as Exhibits 5 and 6.)

The Clackamas County Development Agency ("Agency") has assisted in helping to make sewers affordable for property owners with contributions from the urban renewal district. Through an intergovernmental agreement between the CCSD#1, the Agency and the BCC, District system development charges (SDC) were capped at \$2,200 under a prepayment condition and paid by the Agency. (One SDC per developed property was provided.) The prepayment will be issued by the District in the form of a credit and will be applied as property owners decide to connect. If a property owner connects within 5 years of the assessment being levied, the full SDC will be covered by the Agency. After 5 years the property owner will be required to pick up the difference between the Agency's contribution (\$2,200) and the current

SDC for CCSD#1 (currently \$6,600). The Agency also provided an additional contribution to reduce the final assessments through a \$1,292 credit per assessed property. The Agency has transferred the funds to CCSD#1 for distribution as outlined in the Agreement. Issuance of these credits is recorded in Water Environment Services' customer accounts billing system. (Agreement attached as Exhibit 7.)

Through a second cooperative agreement between CCSD#1, the Agency and Clackamas County Community Development, a limited Sewer Hook-Up Grant Program was made available to qualified property owners. This program is funded through Community Development Block Grant Funds and is intended to fund, or partially fund, the cost of connecting a home to the public sewer system and decommission the old on-site system. To date, this funding tool has enabled 38 property owners to connect to the new sewer system. (Agreement attached as Exhibit 8.)

The NCRA community has been involved and informed throughout the process of annexing the area to CCSD#1, formation of AD2009-1, and project planning and construction phases. This has included: informational meetings with the community; staff attendance and project updates at Southgate CPO and the Overland Park Coalition monthly meetings and annual events; newsletters; and the WES website. Staff recently reached out to property owners to request their feedback on the project and to invite them to attend this briefing. A summary of the written comments we have received to date is attached as Exhibit 3.

CCSD#1's Riverhealth Advisory Board has received updates throughout the project.

OPTIONS:

The Board may request an alternate timeline for finalization of the AD2009-1 or additional discussion on this matter. The proposed timeline has been coordinated so that the District will receive the first assessment payments 30 days in advance of the first CWSRF loan payment in September 2013. The proposed schedule allows approximately 30 days' flexibility in meeting that goal.

RECOMMENDATION:

Staff recommends that the Board direct staff to:

- proceed with finalization of Assessment District 2009-1 utilizing the proposed timeline; and
- establish an interest rate of 5% for those who desire to finance their assessment through the District's program.

ATTACHMENTS:

Exhibit 1: NCRA Project Map

Exhibit 2: Assessment District 2009-1 draft Final Cost Report

Exhibit 3: Summary of Feedback Received from the NCRA community

Exhibit 4: 1990 Wholesale Sewer Service Agreement & 1999 1st Amendment – City of Portland/CCSD#1

Exhibit 5: IGA City of Milwaukie/CCSD#1 - Construction and cost-sharing of common facilities

Exhibit 6: IGA City of Portland/CCSD#1 - Construction and cost-sharing of common facilities

Exhibit 7: Amended & Restated IGA: Development Agency/CCSD#1 – Payment of SDC and Financial Contributions in the NCRA

Exhibit 8: IGA Development Agency/Community Development/CCSD#1 – Sewer Hook-Up Grant Program

SUBMITTED BY:

Division Director/Head Approval
Department Director/Head Approval
County Administrator Approval

For information on this issue or copies of attachments, please contact Trista Crase @ 503-742-4566.

NORTH CLACKAMAS REVITALIZATION AREA SANITARY SEWER PROJECT Assessment District 2009-1



DRAFT

FINAL COST REPORT

For

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 ASSESSMENT DISTRICT 2009-1

North Clackamas Revitalization Area Sanitary Sewer Project

March 2009 – December 2012

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Executive Summary

Assessment District 2009-1 ("AD 2009-1") was formed to provide public sanitary sewer service to 932 existing residential, commercial and industrial parcels in the Clackamas County Service District No. 1 ("CCSD#1" and "District") service area of the North Clackamas Revitalization Area ("NCRA").

Sanitary sewer facilities constructed for AD 2009-1 by CCSD#1's NCRA Sanitary Sewer Project include 50,917 feet of 8-inch to 12-inch collector sewer pipe; and 935 separate private service laterals requiring 22,890 feet of 4-inch and 6-inch pipe; and 212 manholes. The initial cost estimate to serve these parcels was \$12,700,000.00. The final cost to serve 932 parcels is \$12,117,542.50.

The NCRA Sanitary Sewer Project was primarily financed through an Oregon Department of Environmental Quality Clean Water State Revolving Fund ("CWSRF") loan and a loan from the 2009 American Recovery and Reinvestment Act ("ARRA"). The terms of the \$4,142,142 ARRA loan include forgiveness of one-half of the principal; the remaining principal will be interest-free over the 20-year term of the loan. These principal and interest reductions will be passed along to the assessments on the benefitted properties within AD2009-1, reducing the final Project cost by \$2,071,071. The final cost to be allocated to the benefitted properties is \$10,046,471.

In addition, through an Intergovernmental Agreement between CCSD#1 and the Clackamas County Development Agency, a \$1,292 urban renewal credit will be applied to each assessed property.

Based on the \$12,700,000 Project estimate, estimated assessments provided to property owners in January 2009 ranged from \$8,000 to \$10,999 for properties in the 5,000 to 7,000 square foot range; \$11,000 to \$14,999 in the 9,000 square foot to quarter-acre range; and \$15,000 to \$37,000 in the one-third acre and larger range. 80% of the estimates were between \$8,000 to \$12,999.

Based on the 2013 final Project cost of \$10,046,471, the final average assessments range from <\$8,000 to \$10,999 for properties less than 13,500 square feet; \$11,000 to \$14,900 for properties from 13,500 to 26,000 square feet; and \$15,000 to \$29,999 for properties greater than 26,000 square feet. 92% of the final assessments are in the <\$8,000 to \$12,999 range.

The NCRA Project was completed in three phases. As each phase was completed and in service, property owners were able to connect to the new system. To date, 186 properties have connected to the new system.

Several factors contributed to the success of this project, including:

- The Project was designed and awarded in three phases to coordinate with availability of the Clean Water State Revolving Fund loan, which was to be allocated over three construction seasons. This approach allowed a more practical timeline for the design and acquisition of necessary easements; and kept the construction cost of each phase low enough to attract a larger pool of contractors to bid and bond the work thereby increasing competitiveness.
- The three-phase approach also minimized the impacts to the community (traffic, access, dust and noise).
- The Project benefitted from very detailed construction drawings and specifications and an engineering consultant that was responsive in resolving unforeseen issues that are common to underground utility construction.
- Constant and thorough construction inspection and construction management contributed to better contractor coordination, property owner responsiveness, traffic-impact monitoring and community interaction.

Final Report

The original boundaries of Assessment District 2009-1 ("AD2009-1"), established by Board Order No. 2009-20, were based upon the properties with the North Clackamas Revitalization Area annexed to Clackamas County Service District No. 1 ("CCSD#1" or "District") by Order 2008-136. The area consists primarily of single family residences, with some vacant lots, several duplex rentals and apartment buildings, several mobile home parks, and a small number of industrial properties. All of these properties were served by on-site wastewater disposal systems such as cesspools or, where lot size allows, septic tank/drain field systems.

The objective of the NCRA Sanitary Sewer Project ("NCRA Project") was to provide gravity sanitary sewer service to existing homes and businesses within AD2009-1 using the most cost-effective routes. In order to best serve this community and provide gravity service to as many residences as practical, creative design efforts and 73 easements were required. Although the vast majority of the District's pipelines are within public rights-of-way, easements were an important necessity to provide the level of service desired and to minimize construction costs.

Unique challenges in completing the NCRA Project included:

- coordination with adjacent service providers;
- maintaining access for residents, emergency and public transportation in the densely-populated project areas;
- the necessity to bore under Johnson Creek to convey sanitary flows to the sewer interceptor;
- unforeseen construction impacts from heavy equipment to community roadways; and
- ensuring that all aspects of design and construction were in full compliance with Clean Water State
 Revolving Fund and American Recovery and Reinvestment Act requirements.

Project challenges are further discussed in the Construction and Engineering Cost Reconciliation sections of this report.

Cost-sharing for construction of common facilities

As noted, the NCRA Project was primarily funded by a CWSRF loan and ARRA loan and grant. In addition, as the Project was being planned, the Cities of Milwaukie and Portland each had projects to extend public sewer service in their respective service areas located adjacent to the CCSD#1 boundary. The projects presented the opportunity to provide services to both District and City customers in the most efficient, cost-effective and non-duplicative manner. Separate Intergovernmental Agreements describing each project, District and City responsibilities, expected costs and cost-sharing methodology and payment, and ongoing use and maintenance responsibilities for the new lines were approved by the

Board of County Commissioners and City Councils. The costs associated with these Agreements are included in the Construction Cost Detail section of this report.

Urban Renewal Credit

The Clackamas County Development Agency (Agency) has assisted in helping to make sewers affordable for property owners with contributions from the urban renewal district. Through an intergovernmental agreement between the CCSD#1 and the Agency, final assessments will be reduced by a \$1,292 credit per assessed property. CCSD#1 has received the funds from the Agency and has applied the credit to each property with a final assessment per the Agreement.

The final assessments recommended for AD 2009-1 are based on the actual costs and the unit rates for each of the special benefits as follows:

General Benefit Assessment	\$11,882.07 per acre
Basic Unit Benefit	\$6,000.00 per unit
Service Lateral Benefit	\$2,100.00 per connection
Urban Renewal Credit	\$1,292 each

The final cost unit rates will produce the following amounts when applied to all of the benefited properties within the sewer extension area:

General Benefit Assessment	
\$11,882.07 per acre (211 acres)	\$2,460,971.00
Basic Unit Benefit	
\$6,000.00 per unit (932 units)	\$5,622,000.00
Service Lateral Benefit	
\$2,100 per connection (935 each)	\$1,963,500.00
ESTIMATED TOTAL COST	\$10,046,471.00

Board Order No. 2009-20 established the boundaries of AD 2009-1. The final Benefited Area Boundary map of the completed improvements has been prepared and is referenced and indentified in Exhibit A on Page 23. The Assessment Policy is shown on Pages 25-26 and marked as Exhibit B. The project final cost comparison summary for this sewer project is shown on page 8.

Exhibit C, beginning on page 26, lists all the properties benefited in Assessment District 2009-1 compiled from the records of the County Assessor. Also included are tabulations of assessable property, listing the following detailed information for each individual property:

- 1. Assessor's Tax Lot Number
- 2. Owner's Name
- 3. Site Address
- 4. Deed Reference
- 5. Real Market Value Per Assessor
- 6. Total Lot Acreage
- 7. Acreage assigned General Benefit
- 8. General Benefit Assessment (per acre, based on final project cost)
- 9. Basic Unit Benefit Assessment @\$6,000 each
- 10. Service Lateral Benefit @\$2,100 each
- 11. Urban Renewal Area Credit \$1,292 per assessed property

Project Final Cost Comparison Summary

ACTIVITY	ESTIMATED COST	FINAL COST
Construction	\$10,395,000.00	\$9,654,606.16
Engineering	\$1,894,000.00	1,785,025.00
Easements, Rights of Way and Permits	\$80,000.00	193,926.93
Legal and Administrative	\$331,000.00	483,984.41
Total Cost	\$12,700,000.00	\$12,117,542.50

The attached report has been prepared to comply with State Statutes and the Board of County Commissioners Order No. 75-285, dated March 5, 1975.

Construction Cost Detail

PHASE 1 CONSTRUCTION: Dunn Construction, Inc.

BID AWARDED December 23, 2009 Change Order #1 Change Order #2 Change Order #3 Change Order #4 TOTAL AUTHORIZED CONTRACT	\$3,330,489.00 17,886.39 36,835.30 95,492.13 <u>6,688.94</u> \$3,487,391.76
Quantity Variation Over/Under	(\$103,082.01)
Total Work Completed	\$3,384,309.75
PHASE 1 FINAL CONSTRUCTION COST	\$3,384,309.75
PHASE 2 CONSTRUCTION: Rotschy Inc.	
BID AWARDED January 3, 2011	\$3,199,958.00
Change Order #1	32,833.50
TOTAL AUTHORIZED CONTRACT	\$3,232,791.50
Quantity Variation Over/Under	\$0.00
Total Work Completed	\$3,232,791.50
PHASE 2 FINAL CONSTRUCTION COST	\$3,232,791.50
PHASE 3 CONSTRUCTION: S-2 Contractors, Inc.	
BID AWARDED August 20, 2011	\$3,198,727.00
TOTAL AUTHORIZED CONTRACT	\$3,198,727.00
Less Work Completed SE Brehaut SW Drywell Decommissioning	(68,997.66)
Quantity Variation Over/Under	(\$265,241.42)
Total Work Completed P111869	\$2,864,487.90
Total Troth Completed (X1200)	92,004,407.3U
PHASE 3 FINAL CONSTRUCTION COST	\$2,864,487.90

PHASES 1, 2 AND 3: OTHER CONSTRUCTION EXPENSES

Construction Mitigat	ion: Johnson Creek Riparian Area	6,598.13
	Agreements with Adjacent Service Providers: Cost ion of Common Sanitary Sewer Facilities	
City of Milwaukie (CC CCSD#1 cost share COM cost share: NET	: \$213,975.67	\$51,302.67
City of Portland (COF CCSD#1 cost share: COP cost share: NET	\$342,368.21	\$115,116.21
PHASES 1, 2 AND 3: 1	OTAL CONSTRUCTION COST	\$9,654,606.16

CONSTRUCTION COST RECONCILIATION

Several elements created unique challenges for this project, including:

- Coordinating both the service boundaries and the timing of construction with the adjacent City
 of Milwaukie project which was entering into design and construction at the same time as the
 District's project.
- Coordinating with the City of Portland the sanitary sewer service to homes that are near District boundaries.
- Coordinating with City of Portland the connection of our sanitary lines to their Lents Trunk interceptor in two locations. (The Project areas are within the design area of the City's collection and treatment system.)
- Many of the homes are rentals in this service area, with many owners not knowing where their
 on-site septic systems were located or where the old sanitary lines left the house.
- Maintaining traffic flows and accesses for residents in the densely populated project areas, including school buses, mail deliveries, emergency services and Tri-Met.
- Necessity to bore underneath Johnson Creek, to convey sanitary flows to the sewer interceptor.
- The majority of streets impacted by construction were in poor structural condition, necessitating most of them having to be fully rebuilt as part of this project.
- Being certain all aspects of design and construction were in full compliance with Clean Water State Revolving Fund (CWSRF) and American Recovery and Reinvestment Act (ARRA) requirements.

CONSTRUCTION CONTRACTS

The NCRA project consisted of 9.6 miles of collector sanitary sewer line and 4.3 miles of sanitary sewer laterals. It was designed and awarded in three phases. The purpose of phasing was to:

- Coordinate construction with the availability of the CWSRF loan funds, which were to be distributed over three construction seasons.
- Minimize the impacts to the community (traffic, access, dust and noise).
- Keep the construction cost of each phase low enough to attract a larger pool of contractors to bid and bond the work – thereby increasing competitiveness.

- Divide the service area up to allow a more practical timeline for the design and for the acquisition of necessary easements.
- Minimize the resources the District would have to make available to manage the project successfully.

The original bid for <u>Phase I</u> was awarded to Dunn Construction inc. for their bid of \$3,330,489. Change orders during construction were necessitated to handle the following conditions that were not identifiable prior to construction:

- A section of waterline was found to be in a location conflicting with the sanitary pipeline designed location. It was determined that relocating the waterline would be easier than relocating the sanitary line.
- A significant amount of clean native sand was found in the pipeline trench excavation. Rather
 than hauling it away and importing 100% gravel for the backfill, controlled use of these clean
 native sands was allowed in the lower portions of the backfill creating overall savings to the
 project and better use of native materials.
- During this first construction phase that it was discovered how poorly the roadways were going to hold up under construction equipment. The resolution involved a change order to cover rebuilding most of the roadways after pipeline installation.

The total amount paid to Dunn Construction Inc. for Phase I construction was \$3,384,309.75; 1.6% above their original bid.

The <u>Phase II</u> construction contract was awarded to Rotschy Inc. for their bid of \$3,199,958. Minor change orders during construction were necessitated to handle the following conditions that were not identifiable prior to construction:

- Additional roadway resurfacing was required, above that originally anticipated, but the end
 result was a much better roadway system for the community.
- Allowed the contractor to screen and process native gravels excavated on site as trench backfill, creating overall savings to the project and better use of native materials.

The total amount paid to Rotschy Inc. for Phase II construction was \$3,232,792.50; 1.0% above their original bid.

The <u>Phase III</u> construction contract was awarded to S-2 Contractors Inc. for their bid of \$3,198,727, which included a stormwater drywell decommissioning to be funded separately.

Change orders during construction that were not identifiable prior to construction were quite minimal on this phase. A redesign during construction of a section of line across additional properties, requiring 3 additional easements, to minimize construction impacts resulted in a net savings to the project.

In coordination with sewer installation work on SE Brehaut, the Phase 3 contractor also installed stormwater piping to a nearby stormwater system and removed an existing stormwater drywell. The work was bid under this contract, but deducted from the NCRA Project cost. CCSD#1's SWM Capital Improvement Project budgeted separately funded the work for the amount of \$68,997.66.

The total amount paid to S-2 Contractor Inc. for Phase III sewer construction was \$2,864,487.90 or 8.58% below their original bid.

ROADWAY RESTORATION

Roadway restoration was an important and integral part of the scope of work for this sanitary sewer system installation. Roadway restoration became a challenge when during construction it was discovered that the majority of the roadways in the project area had very little asphalt or gravel base. What was left of most roadways became obliterated by the heavy construction equipment necessary for this project.

Typical roadway reconstruction includes removal and disposal of adequate native material to provide room for a robust gravel base and at least 4" of new asphalt. Facing the potential of significant roadway rebuilding construction impacts as well as significant budget over-runs, the District explored other alternatives and found that these roadways were ideal candidates for an in-place restoration process called Full Depth Reclamation ("FDR").

Roadways to be fully rebuilt were typically pulverized to a ½-foot depth with specialty equipment (existing asphalt and base included), graded and a 5% addition of Portland cement then mixed into this ½-foot of pulverized base. After full compaction of this new base, the roadway was resurfaced with new asphalt pavement. The end result was a totally new driving surface on a very solid base and a long-term life expectancy.

Utilizing the FDR method saved the Assessment District approximately 50% in construction dollars over typical construction costs for roadway rebuilds, shortened construction impact timelines to local traffic significantly and conserved natural resources.

- Very little material had to be hauled off-site and disposed of;
- Importing large amounts of gravel for a new structural base was not necessary; and
- Most streets were rebuilt in less than a couple of days greatly minimizing impacts to the community.

All streets where sewers were installed in the NCRA Project area, approximately 8 ½ miles, received a new full-width paved driving surface. Over 60% of these streets were completely reconstructed using the Full-Depth Reclamation process. Just under 40% of the streets were deemed in adequate condition to warrant a trench patch and a full-width overlay for the final street restoration.

CONSTRUCTION OVERSIGHT

The success of this project is also largely attributable to the controls in-place during construction. The following construction measures utilized by the District were positive factors in this accomplishment:

- Full time and thorough construction inspection and construction management:
 - Contractors performing this construction typically had between three and six crews working in different areas of the project at the same time. The District takes very seriously the importance of good construction management and inspection to assure that the final products installed will meet the design's intent and serve the community well. The District utilized its own construction manager onsite and also retained the highly experienced public works construction inspection services of Silverton Consulting Services.
- Very detailed construction drawings and specifications;
- An engineering consultant that was very responsive to helping us resolve unforeseen conflicts that are common to underground utility construction;
- A good rapport with other utility companies that the project's underground efforts would encounter (water districts, gas, power, telephone, cable, etc); and
- The support of the County's Department of Transportation and Development engineering and road divisions to expedite steps necessary to keep construction efforts moving and minimizing impacts. This was especially noted for the needed permits, traffic detours, road closures, and surface restoration quality assurance.

The total final cost for construction contracts was \$9,481.589.15, which compares favorably with the original estimate of \$10,395,000 from the January 2009 Engineer's Report. The very competitive bidding climate was a positive factor in helping to offset the unexpected increase in construction scope to rebuild the majority of roadways.

Water Environment Services ("WES") labor was used for construction management, civil engineer, field inspection, testing and acceptance.

ENGINEERING AND CONSTRUCTION SERVICES COST DETAIL

PHASES 1, 2 AND 3: Century West Engineering Corporation	
ORIGINAL AGREEMENT AWARDED May 27, 2008	\$1,011,056.00
 Amendment #1 (October 1, 2008) 	18,500.00
 Amendment #2 (July 30, 2009) 	25,950.00
 Amendment #3 (December 2, 2009) 	26,000.00
 Amendment #4 (August 21, 2010) 	63,138.00
TOTAL AUTHORIZED AGREEMENT	\$1,144,644.00
AGREEMENT OVER/UNDER	(\$53,027.85)
TOTAL PHASES 1, 2 AND 3 ENGINEERING COST	\$1,091,616.15
PHASES 1, 2 and 3: CONSTRUCTION SERVICES	
Construction Inspection Services: Silverton Consulting Services	\$200,726.82
Clackamas County Dept. of Transportation and Development Traffic engineering and inspection	44,040.33
Additional paving/compaction testing	7,302.40
Coordination with other utilities	5,092.07
Construction office and staging; utilities	17,206.27
PHASES 1, 2 AND 3: WES LABOR and EQUIPMENT Civil Engineer; FT Construction Mgr; Acceptance and Testing Equipment	\$379,614.90 <u>42,188.74</u>
TOTAL CONSTRUCTION SERVICES	\$693,408.85
TOTAL ENGINEERING AND CONSTRUCTION SERVICES	\$1,785,025.00

ENGINEERING COST RECONCILIATION

This project came in well within the anticipated engineering costs. The total cost of the engineering consultant, Century West Engineering, was \$1,091,616.15 which represents 11% of the total construction cost. The District's full-time construction management, full-time contract inspector, field office costs and civil engineer/project management added an additional \$639,005 to project costs.

The following engineering-related efforts contributed to the success of this project:

- An aerial survey of the entire area was conducted to obtain a more accurate photogrammetric base and contours than was otherwise available. This step also benefitted others agencies for their future projects:
 - All the water valve box covers were marked prior to the flight so that the water districts could utilize the mapping to see their relative location and enhance their limited records;
 - Other County departments have already utilized this mapping for their improvement projects.
- Survey work was utilized to locate existing monumentation and identify rights-of-way and property boundaries. Survey also located existing utilities as they were marked by utility locates, to minimize conflicts during construction.
- Construction contract documents were written very carefully and drawings created accurately
 to not only assure a quality construction effort but also to minimize contractors feeling a need
 to add contingencies into their bid for the unanticipated obstacles and challenges. This
 encouraged more competitive bidding.
- Geotechnical information of underground materials was obtained and included in the bidding documents. This gave bidding contractors a better idea of what soil conditions would be encountered and allowed them to bid more competitively.
- Having full-time District construction management on the project construction site also contributed to better contractor coordination, property owner responsiveness, traffic-impact monitoring and community interaction.
- Being promptly responsive to site-specific project challenges also contributed to project savings.
 These included:
 - The utilization of native materials where appropriate;

- The implementation of the FDR road rebuilding processes not previously employed in our area for this type of construction project; and
- o Orchestrating fast-track alternate designs while under construction to overcome obstacles, keeping the project moving and minimizing impacts.

EASEMENTS and PERMITS COST DETAIL

PHASES 1, 2 and 3:

Purchase of 73 easements	\$107,372.74
Compensation to Property Owners: Construction Impacts and Surface Restoration of Easements	67,860.00
State and Local Permits (Clackamas County, City of Portland, State of Oregon)	18,694.19
TOTAL	\$193,926.93

EASEMENT COST RECONCILIATION

In order to best serve this community and provide gravity service to as many residences as practical required creative design efforts and 73 easements. Even though the vast majority of our pipelines are within public rights-of-way, easements became an important necessity to provide the level of service desired and to minimize construction costs.

Property owners, from whom easements were necessary, were assured that impacts to their property would be kept to the minimum necessary and that restoration would be complete. Owners were made an integral part of the design process in identification of the best location for the needed easement. Owners were compensated fairly for the easement, for loss of use and for loss of any trees or vegetation that had to be removed.

Owners were also given options on the restoration of their property. Some owners elected to have the District contractors complete the surface restoration while others chose to receive cash payments in lieu of anticipated restoration costs, giving them the control of when and what restoration work was completed. On those properties where the owner elected to complete restoration, the District contractor was only required to compact backfill, return the surface to original grade and stabilize the surface with grass seed and/or erosion protection materials.

All property owners were assured that the District would renegotiate the easement and surface restoration compensation for any property owner who felt that construction impacts exceeded those described in the originally obtained easement.

Property owners were also offered reasonable compensation if they chose to complete their own post-construction landscaping restoration on their properties. Numerous property owners elected to perform this final restoration themselves, which added to the total amount of budget spent on easements, but resulted in savings on the final construction contract costs.

These approaches to easement acquisition resulted in better community reception to the project, better property owner satisfaction – and overall lower easement costs.

ADMINISTRATIVE COST DETAIL

PHASES 1, 2 and 3:

WES Labor: Project and Assessment District Administration	\$149,834.06
Advertising; reproduction and printing; community outreach and events	9,604.76
Miscellaneous small equipment and materials, rentals	1,925.26
Recording Expenses	6,500.00
CCSD#1 Overhead and Allocation of Capital Project Support	<u>316,120.33</u>
TOTAL ADMINISTRATIVE COST	\$483,984.41

ADMINISTRATIVE COST RECONCILIATION

WES Labor:

In addition to the WES labor described under "Construction Cost Detail", WES labor was used for overall project management and contract administration; CWSRF and ARRA loans and grant administration; assessment district administration; and engineering and engineering support.

Legal support for this project was provided by the Clackamas County Assistant County Counsel, and those costs are included in "Overhead" above. There are no construction claims pending. None of the easement acquisitions required condemnation. There are no other known legal issues associated with AD2009-1.

Overhead and Allocation of Capital Project Support:

Each capital project has an overhead amount added to its costs each month, if applicable. This amount is currently calculated at 50% of the direct labor charged to the project. The overhead charge covers the general administrative expenses of the WES organization, including utilities, rent, legal, finance, community involvement, customer service, administrative support, geographic information services.

Allocation of Capital Project Support is applied for costs that are not associated with a specific project number, but that are related to the overall management of capital projects. A pre-determined percentage, based on prior year actual charges, is added to all projects as part of the monthly allocation process. At the end of each fiscal year, the calculated rate is compared to the actual amount charged to 20900 and a variance adjustment (+ or -) is made to each project cost total. The rate used for 2009-10 was 1.5%, and the rate used for 2010-11, 2011-12 and 2012-13 is 1%.

<u>Recording</u>: Recording expenses were estimated at 4 documents for each assessment. The final assessment, installment payment note, and a satisfaction of lien are required to be recorded for most properties.

FINANCING DETAIL

CWSRF/American Recovery and Reinvestment Act (ARRA) Loan #R06224 Less ARRA Grant	\$4,142,142 - <u>\$2,071,071</u> \$2,071,071
Clean Water State Revolving Fund (CWSRF) Loan #R22403 CCSD#1 General Funds	\$7,018,376 <u>\$957,024</u>
TOTAL FINANCING	\$10,046,471

FINANCING RECONCILIATION

The NCRA Sanitary Sewer Project was primarily funded by two Clean Water State Revolving Fund (CWSRF) loans, with loan funds made available annually during the Oregon Department of Environmental Quality's 2009, 2010 and 2011 funding cycles. Funds for project expenditures were disbursed to the District on a reimbursement basis upon submittal of reports for eligible project expenses.

The balance of project costs, which consisted of expenses not eligible for reimbursement through the CWSRF program, was funded by the general funds of CCSD#1. These expenses included the purchase of easements, and CCSD#1's portion of the IGA's with the Cities of Milwaukie and Portland cost sharing for construction of common facilities, which were not within the loan scope.

The first loan, R06224, was funded through CWSRF program with funds from the American Recovery and Reinvestment Act (ARRA). Consequently, the initial loan will have one half of the principal amount, \$2,071,071 million, forgiven with the remaining \$2,071,071 million not accruing any interest over the 20 year term of the loan. These principal and interest reductions will be passed along to the assessments on benefitted properties within the NCRA.

The second loan, R22403, consisted of traditional SRF funding sources, and has a 2.77% interest rate. The annual fee for both loans is 0.50%.

Property owners within AD2009-1 have the right to apply to the District for payment of the final assessment in installments, as provided by ORS 223-210. For those who wish to finance all or a portion of their assessment through CCSD#1, staff will propose a 5% interest rate to the Board of County Commissioners.

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ASSESSMENT ALLOCATION

Number of Benefited Acres Number of Tax Lots Benefited	211 932
Direct Assessments	\$10,046,471.00
Assessment Formula	
General Benefit Assessment \$11,882.07 per acre	2,460,971.00
Basic Unit Benefit Assessment, \$6,000 per unit (932 units)	5,622,000.00
Service Lateral Benefit Assessment, \$2,100 per connection (935 units)	1,963,500.00
TOTAL	\$10,046,471.00

In addition, the Clackamas County Development Agency ("the Agency") desired to facilitate provision of sanitary sewer services in the NCRA by contributing to the reduction of property owners' final assessments. Through a 2010 Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency, the Agency paid CCSD#1 \$1,198,750 to be applied to each assessed property as an Urban Renewal Discount. Each final assessment will reflect the \$1292 Urban Renewal Discount, per the Agreement.

Assessment District 2009-1 NORTH CLACKAMAS REVITALIZATION AREA SANITARY SEWER PROJECT

Clackamas County Service District #1

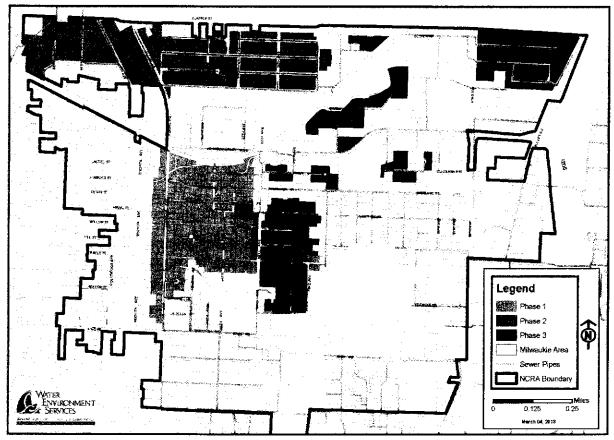


EXHIBIT A

Assessment District 2009-1 Boundary Map

EXHIBIT "B"

ASSESSMENT POLICY for Assessment District 2009-1

The following is the recommended statement of benefits and assessment formula applicable to Assessment District 2009-1 within Clackamas County Service District No. 1.

Each property within Assessment District 2009-1 derives special benefits from the sanitary sewer facilities on one or more of the following bases:

GENERAL BENEFIT

General benefit is a cost assigned to each property within the proposed Assessment District directly proportional to the total acreage of the property. Benefit is derived by all properties in Assessment District 2009-1 because of the availability of public sanitary sewer service, whether it is utilized immediately or in the future. All properties within the Assessment District will be assessed a General Benefit with the following exceptions: public rights-of-way, public utility facilities, operating railroad rights-of-way, cemetery internment lands, designated wetlands, sensitive area buffers and exclusive private roads. The General Benefit cost is calculated by dividing the total project cost, minus the Basic Unit Benefit and Service Connection Benefit, by the total acres (less excluded lands). This calculation establishes a cost in dollars per acre, which is then assigned proportionately to the benefited properties.

BASIC UNIT BENEFIT

The **basic unit benefit** is defined as the minimum amount each property in the proposed Assessment District benefits from a point of connection to the public sanitary sewer system. This benefit is a fixed cost and is defined as the minimum connection charge as specified in 'CCSD#1 Sanitary Sewer Rules and Regulations Table XII.

The minimum connection charge listed in the CCSD#1 fee table is subject to change by Board approval.

The Basic unit benefit will not be assigned to public rights-of-way, public utility facilities, operating railroad rights-of-way, cemetery, interment lands, designated wetlands, sensitive area buffers and exclusive private roads. The basic unit benefit is a fixed rate of one unit assigned to all developed properties and vacant buildable properties. Small tax lots which could not be developed separately under current land use regulations and that are contiguous with larger tax lots under common ownership will NOT be assessed for a Basic Unit Benefit, but will be assessed for General Benefit. Properties requesting additional service laterals will be assigned a basic unit cost for each additional connection to the public sanitary sewer system.

Future development will pay a proportional cost based on this policy.

SERVICE LATERAL BENEFIT

The **service lateral** (pipe) connects the property to the public sewer system. Benefit is derived by each property in proposed Assessment District 2009-1 provided one or more private sanitary sewer service lateral(s) to the public sanitary sewer mainline. The Service Lateral Benefit is calculated based on the average cost of a private service lateral pipe from the mainline sewer to the property line of each benefited property. This fixed cost includes design engineering, traffic and erosion control, pipe and fittings, trench excavation, pipe bedding, imported trench backfill, street restoration and surveying.

All properties in proposed Assessment District 2009-1 receiving one or more service connection laterals along a serviceable main will be subject to a Service Lateral Benefit for each service connection lateral provided to the property.

Exhibit "C"

Assessment Roll

Final Assessment Wortsheet North Clackamas Revitalization Area (NCRA)

Final Ludividual	Assessment	9	\$0.00	\$0.06	80.00 80.00	\$0.00	\$0.00	\$0.00	584.85	\$390,69	\$928.00	\$1,064.72	\$1,203.85	\$2.073.38	\$2,358.82	\$6,084.85	\$6,265.96	\$0,304.13	\$7,496.43	\$7,509.62	\$7,634.35	\$7,813.06	\$7,869.42	\$7,874.22	\$7,895.81	\$7,906.60	\$7,909.00	\$7,909.00	\$7,909.00	\$7,909.00	\$7,909.00	\$7,909.00	\$7,913.80	\$7,913.80	\$7,931,79	\$7,931.79	\$7,959.38	12,916,31	\$8,007.35	\$8,019.34	58,019.34	\$8,030,14	\$8,032.54	\$8,046.93	\$8,049.33	58 075 71	\$8,090.10	02.660,88	58,111.69	\$8.127.28	\$8,127.28	\$8,127.28
=	-	\$1,292.00	\$688.43	\$31.18	\$539,71	\$831.15	\$599.67	\$137.93	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292.00	00.262,18	\$1.292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00
	Total final Cost		\$688.43	\$31.18	\$539.71	\$831.15	\$599.67	\$137.93	\$1,376.85	\$1,682.69	\$2,220.00	\$2,356.72	\$2,495.85	\$3,365,38	\$3,650.82	\$7,376.85	57,557.90	\$8.595.33	\$8,788.43	\$8,801,62	\$8,926.35	\$9,105.06	59,161,42	\$9,166.22	\$9,187.81	09.861.65	\$9,201.00	\$9,201.00	\$9,201.00	\$9,201.00	59,201,00	\$9,201.00	\$9,205.80	\$9,205.80	\$9,223.79	\$9,223.79	\$9,251.38	\$9.289.76	\$9,299,35	\$9,311.34	\$9,311,34	\$9,322.14	\$9,324.54	\$9,338.93	\$9,341.33	\$9,367.71	\$9,382.10	\$9,391.70	\$9,403.69	59,419,28	\$9,419.28	\$9,419.28
Service Lateral		\$2,100.00	\$0.00	\$0.00	\$0.00 00.03	\$0.00	\$0.00	\$0.00	80.00 80.00	\$0.00	\$0.00	80.90	\$0.00	20°08	\$0.00	80,00	80.08	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00 \$3,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100,00 \$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100,00	\$2,100.00	\$2,100.00	5 2,100,00	\$2,100,00	\$2,100.00	\$ 2,100.00
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Basic Unit	Benefit	30,000.00	\$0.00	\$0.00	8 8	\$0,00	\$0.00	\$0.00	8 8	\$0.00	\$0.00	20.00	00.00 00.00	00°0\$	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,000 26,000,000	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00
General Benefit	- ⊩	00.666,116	\$688.43	\$31.18	\$539.7	\$831.15	\$599.67	\$137.93	\$1,476.83	\$1,682.69	\$2,220.00	\$2,356.72	\$2,495.85	\$3,365.38	\$3,650.82	\$1,376.85	31,557,36	\$495.33	\$688,43	\$701.62	\$826.35	\$1,005.06	\$1,061,42	\$1,066.22	\$1,087.81	09.860,18	S1 101 00	\$1,101.00	\$1,101.00	\$1,101.00	\$1,101.00	\$1,101.00	\$1,105.80	\$1,105.80	\$1,123.79	\$1,123.79	\$1,151.38	\$1.189.76	\$1,199.35	\$1,211.34	\$1,211.34	\$1,222,14	\$1,224.54	\$1,238.93	\$1,241.33	\$1,267.71	\$1,282.10	\$1,291.70	\$1,303.69	\$1,319.28	\$1,319.28	\$1,319.28
	Benefit Area	<u> </u>	0.0574	0.0026	0.0450	0.0693	0.0500	0.0115	0.1148	0.1403	0 1851	0.1965	0.2081	0.2806	0.3044	0.1148	0.1299	0.0413	0.0574	0.0585	0.0689	0.0838	0.0885	6880.0	0.0907	9160.0	0.0918	8160.0	8160.0	8160.0	0.0918	0.0918	0.0922	0.0922	0.0937	0.0937	0.0960	0.0992	00.1000	0.1010	0.1010	0.1019	0.1021	0.1033	0.1055	0,1057	0.1069	7,01,0	0.1087	0.1100	0.1100	0.1100
	Total Acreage	90000	0.0574	0.1126	0.0450	0.0693	0.0500	0.0115	0.1148	0.1403	0.1851	0.1965	0.2081	0.2806	0.3512	0.1148	0.6517	0090'0	0.0574	0.0585	0.0689	0.0838	0.0885	0.0889	0.0907	0.0916	0.0918	81600	0.0918	8160.0	8160.0	0.0918	0.0922	0.0922	0.0937	0.0937	0.0960	0.0992	0,1000	0.1010	0.1010	0.1019	0.1021	0,1033	0.1055	0,1057	0.1069	0.1077	0.1087	0.1100	0.1100	0.1100
Akt	Value	19413	686'88	\$12,486	58.989	\$3,745	\$8,741	\$343	\$52,665	\$50,852	\$83,309	\$35,403	\$17,027	\$94,968	960'28\$	\$167,528	C7/118	\$105,305	\$42,564	\$99,173	\$11,464	594,491	\$119,330	\$107,465	\$87,067	\$108,253	\$171,325	\$172,025	\$64,884	\$167,045	\$182,575	\$64,884	\$104,175	\$123,136	\$159,845	\$162,395	\$119,150	\$123,165	\$118,402	\$151,913	\$64.067	\$10,113	\$111,952	\$40,046	\$165,555	\$105,635	\$107,289	\$135,505	\$133,865	\$115,725	\$124,685	\$107,875
	DEED REF#	1979-014151	1990-057418	1999-111085	2000-049474	2011-054171	1998-094116	2002-066512	2000-037277	2005-110970	2005-008183	2004-111779	2010-011406	2000-008682	2008-050170	2011-072520	2011-049414	1994-055449	2006-029905	2011-031911	2006-108543	1993-041849	2008-043461	1992-018815	2005-091161	2007-022322	2005-034155	2010-029741	2010-029741	2012-004551	2011-034524	2011-034325	1994-082353	1997-053466	2007-028921	1994-068471	2007-008459	2007-033182	1998-094116	1996-031014	2011-030903	1979-013475	2007-100448	1990-034067	2000-005193	2011-007234	2004-009292	2000-049474	2011-040564	2006-118909	2004-095941	2007-055106
	SITE ADDR	SIELIS ON	NO SITUS	SULLS ON	NO SITUS	NO SITUS	NO SITUS	NO SITUS NO SITUS	NO SITUS	NO SITUS	9911 SE LINWOOD AVE	NO SITTUS NO SITTUS	NO SITUS	NO SITUS	6209 SE OVERLAND ST	7025 SE HAZEL ST	6112 SE CLATSOP ST	6841 SE BREHAUT ST	7180 SE FIR AVE	8640 SE CLATSOP ST	NO SITUS	8240 SE CLATSOP ST	6500 SE NEEDHAM ST	8645 SF GRAY ST	8700 SE GRAY ST	8312 SE CLATSOP ST	NO SITUS	8535 SE GRAY ST	NO SITUS	854! SE GRAY ST	8633 SE GRAY ST	NO SITUS	8534 SE GRAY ST	8520 SE GRAY ST	8500 SE CLATSOP ST	8520 SE CLATSOP ST	10117 SE 20TH AVE	8335 SE GRAY ST	9801 SE 66TH AVE	7068 SE FIR AVE	670Z SE MAY ST	NO SITUS	6704 SE MAY ST	NO SITUS	8540 SE CLATSOP ST	6120 SE TRONA LN	8325 SE GRAY ST	6400 SE MAY ST	6701 SE HAZEL ST	9709 SE 66TH AVE	9707 SE 66TH AVE	9705 SE 66TH AVE
,	Омпет	BESHARA LEROY JOSEPH & DOBA B	SANCHEZ JOSE A	CANADAY BRIAN J. & LELAH E. CANADAY BRIAN J. & J. E. A.G. G.	WARREN DAVID A	7200 SE LAMPHIER STREET PROPERTY LLC	HENDERSON FRANKLIN H.&. KELLY STOFFING NETLA & MARY I TRUSTEES	STOCKANG MOLE A & MARY L. IRUSTEES SANCHEZ JOSE & IRMA	DAVIS MICHAEL S	FU LOGAN & LIEW PAAN	WHITE CINDY L	WELLS DOLOBES ANN TRITCHE	KAHLER-LARA KARI ANN	DAVIS MICHAEL S	NORTH CLACKAMAS PARKS & REC DIST	KOWLAND NATHAN M & DESIREE J RETINDACE MARK VN 1	DOWNING TY & HEATHER WILLIAMS-DOWNING	HOPMAN LEO R TRUSTEE	THORPE ROBERT E	BRADLEY DAVID	MOREV HAN	DITILER DANIEL LEE	LUMPKIN JOYCE	PETREQUIN DAVID CHARLES	AREVALO JESUS C	BLACA RUBEKI NÆLAUKA A HOLMES TABA	HOLMES TARA	SAFE HEID! L	SAFE HEIDI L	SUSI ORLANDO BUENAVENTURA	KREAMIER RHOENA A TRINSFE	WALTERS MARK & JANICE	BENNETT GARY TRUSTEE	SCHLILLING CHRIST OFFICK & BAKBAKA HOUSING AUTHRIY CO CLACK	MORENO PEDRO DIAZ	LOPEZ REYMUNDO PELAYO	WALL COLIN J EVANS ALEX TREVOR	RODRIGUEZ ISMAEL S	HENDERSON FRANKLIN H & KELLY	NELSON DOUGLAS P	IVES BONNIE R	JENNINGS GUY ALLEN & MARJORIE	KIRK LARRY R	FOLLES KEVIN J MITCHELL MICHAEL	CRAM MISTI D	KEED STAGER LLC	SULLIVAN MARY LOU	WARREN DAVID A	SHEELEY MICHAEL D & ELLEN	WACH DORIS A	BOTTA MARY	HOLIHUSEN LAWKENCE E
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Exhibit "D"
Assessment District 2009-1

12E29BA10000	12E29BA09700	12E29BA09500	12E29BA09000	12E29BA08700	12E29BA08500	12E29BA08400	12E29BA08300	12E29BA07900	12F29BA07800	12E29BA07700	12E29BA07600	12E29EA05700	12E29BA06600	12E29BA06500	12E29BA06400	12E27BA05800	12EZ9BA04900	12E29BA04800	12E29BA04600	12E29BA04500	12E29BA04400	12E29BA04100	12E29BA04100	12E29BA03400	12F29BA03200	12E29BA02200	12E29BA01800	12E29BA01701	12E29BA01700	12E29BA01601	12E29AC04300	1ZE28BB12300	12E28BB02801	12E28BB02800	12E28BB07400	12E29BA08101	12E29CB10401	12E29BC05501	12E29CB07400	12E28BA00400	12E29CB02904	12E29CB02906	12E29CB02900	12E29BC03300	12£29BC02300	12F30AB04100	12E29CB09500	12E29CC01100	12E29CB09200	12E29EC01400	12500510200	Tax Lot Number	t	
SANCHEZ JOSE A	SANCHEZ JOSE A & IRMA	LINCOLN LOAN CO	OPPERUD GAIL L	NEWMAN CAROL L	FOWLER RONALD L	BRANT JAMES A	TKACHUK ANNA F & OLEG K	WILLENBURG SUZANNE V & DONALD L	WITTENBURG DONALD L & SUZANNE V	GAGE WILLIAM C & VALERIE R	NEWSON ERIC	THORPE ROBERT F	STAPLES GWEN M	PHELPS JOEY KENNETH	OVIATT TROY A	FOWLER RONALD I	LPSCOMB BARBARA	STARELLI ALYSSA	LOYND ROBIN & PATRICIA	OLDEN JOSEPH P	CARVER ANNA	ANDREWS TAMES K	ANDREWS IT AT ICE !	BENNETT GARY TRUSTEE	PUMPHREY MICHAEL A & SHARI L	TILLOTSON DONNA K	HARDESTY LARRY T & WANDA K	WOODRUFF-BIGGS BRUCE & CHERYL	WOODRUFF-BIGGS BRUCE R & CHERYL L	THOMPSON JOHN E	LEROY RICHARD M	PAUL JOHN M TRSTE	HE YU GUANG & YIM YI NGAN	ROTH MICHAEL R	COTTERED DEVELOPMENT LLC	ROWLAND NATHAN M & DESTREE J	KANDEL ROBERT F	TEASDALE MARK A & KRISTI D	YARNELL LAURA N TRUSTEE	SOLLIE LORRAINE R	HANS KAUTZ CONSTRUCTION INC	KAUTZ HANS N	MOTER BRIAND & TESAL KAUTZ HANS N	GAFFNEY CAITLYN R & JONATHAN M	MILLER SEAN A	SAMAYOA JULIO OLIVA & ROSA ISLAS	JENNINGS GUY ALLEN & MARJORJE	SIERRA NAHUM Z	MIXON SHAWNA M & KEVIN B	HOSEMAN KYM		Owner	ı	
7037 SE FERN AVE	7059 SE FERN AVE	7115 SE FERN AVE	7110 SE HAZEL ST	7070 SE HAZEL ST	7018 SE HAZEL ST	7012 SE HAZEL ST	7005 SE HAZEL ST	7005 SE HAZEL ST	7109 SE HAZEL ST	7115 SE HAZEL ST	7117 SE HAZEL ST	7014 SE HIR AVE	8806 SE 70TH AVE	8833 SE 70TH AVE	6969 SE HAZEL ST	6759 SE HAZEL ST	6744 SE FIR AVE	6746 SE FIR AVE	6842 SE FIR AVE	6900 SE FIR AVE	6920 SE FIR AVE	6956 SE FIR AVE	6957 SE FIR AVE	6837 SE FIR AVE	6741 SE FIR AVE	6903 SE FIR AVE	7011 SE FIR AVE	NO SITUS	7015 SE FIR AVE	7115 SE FIR AVE	7618 SE CLACKAMAS ST	8318 SE CORNWELL AVE	8323 SE GRAY ST	8321 SE GRAY ST	8205 SE GRAY ST	7029 SE HAZEL ST	6323 SE JUKUAN AYE	NO SITUS	6421 SE NEEDHAM ST	8712 SE CLATSOP ST	NO SITUS	6450 SE OVERLAND ST	NO SITUS NO SITUS	6415 SE MAY ST	6319 SE OVERLAND ST	NO SITUS NO SITUS	6421 SE LAURA AVE	6520 SE NEEDHAM ST	6461 SE LAURA AVE	9701 SE 66TH AVE		SITE ADDR		
1986-031359	1998-044868	2009-021191	1989-028403	2005-132739	2000-024791	2008-025602	2003-040397	1994-069282	1988-046417	2003-047398	2011-012532	2010-035790	2008-068689	2012-042858	1997-003525	2003-084964	2007-102795	2004-015255	2003-077059	2006-052877	2010-061848	1997-000636	1994-082348	1994-082346	1987-027034	2009-048686	1999-001432	1996-048549	1995-050879	2002-}04591	2005-067684	2005-078581	1996-062781	1996-067973	1994-093581	2011-072520	2001-000403	2008-043815	2009-033700	1999-0103-8	2003-014957	2003-014959	2000-038199	2011-044093	2009-075947	1995-068142	1979-013475	2008-084695	2001-016075	2004-016260		DEED REF#		
\$240,838	\$110,978	\$74,718	\$163,878	\$125,811	\$179,271	\$165,771	\$164,978	\$149,278	\$99,968	\$152,588	\$98,938	\$110,718	\$132,261	\$122,898	\$142,871	\$173,198	\$268,638	\$101,691	\$144,918	\$184,588	\$142.098	393,871	\$110,638	\$118,348	\$88,838	\$111,478	\$167,522	\$48,213	\$189,309	\$149,952	\$101,541	\$124,983	\$167,213	\$177,919	\$73,442		\$55,300	\$49,375	\$49,375	\$106,194	\$49,375	\$153,837	\$55,235	\$130,015	\$128,777	\$69,692	\$147,415	\$145,285	\$117,665	\$120,845		Value	2012 Real Mkr	
0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148		0.1147	0.1145	0.1145	0.1143	0.1137	0.1137	0.1133	0.1125	0.1112	0.1111	0.110	0.1100		Total Acreage		
0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0,1148	0.1148	0.1148	0,1147	0.1145	0.1145	0.1143	0.1137	0.1137	0.1133	0.1125	0.1112	0.111	0.110	0.1100		Benefit Area	General	
\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,776.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.66	\$1,376.66	\$1,375.65	\$1,373.26	\$1,373.26	\$1,370.86	\$1,363.66	\$1,363.66	\$1,358.86	\$1,349.27 \$1,352.87	\$1,333.68	\$1,332.48	\$1,320.48	\$1,319.28	\$11,993.50	per Acre	General Benefit	
\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	000,000 00,000,000	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00 \$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	Benefit	Basic Unit #	
	· –		 ,		_		-	-	-		- -	٠ ـ	_	_			_	1			<u>-</u> -		-	_				·			. –	-			_			-	- -		_	- -		_							_	Laterals	# of Service	
\$2,100.00 \$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	00 001 53	\$2,190.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,190,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,190.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	Benefit T	Service Lateral	
\$9,476.85 \$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476,85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.66	\$9,476.66	\$9,475.65	\$9,473,26	\$9,473.26	\$9,470.86	\$9,463 66	\$9,463.66	\$9,458.86	\$9,449,27 \$9,452,87	\$9,433.68	\$9,432.48	\$9,420,48	\$9,419.28		Total final Cost		
\$ \$1,292.00 \$1,292.00			\$1,292.00				\$1,292,00				\$1,292.00				\$1,292.00					\$1,292.00					\$1,292.00				\$1,292.00					\$1,292.00	-		\$1,292.00		\$1,292.00			\$1,292.00	_	-		\$1,292.00		\$1,292.00			\$1,292.	Discount	Orban Renewal Assessment	•
0 \$8,184.85 0 \$8,184.85	\$8,184		58.184	\$8,184	\$8,184	\$8,184	58,184.85	\$8,184	\$8,184	S8,184			\$8,184	\$8,184	0 58 184 85		\$8,184	\$8,184		0 \$8,184.85			\$8,184	\$8,184	58,184,85	\$8,184	\$8,184	\$8,184	0 \$8.184.85	\$8,184				\$8,184.85		\$8,184.85			\$8,183.65		\$8,181	\$8,178			_	\$8,157.27 \$8,160.87		\$8,140.48				Assessment	Final Individual	

Exhibit "D" Assessment District 2009-1

Final Individual	Assessment		58,184,85	\$8 184 85	\$8,184.85	58,184.85	58,184.85	58,184.85	55,134.53	\$6,184.85	\$8 184.85	\$8,184.85	\$8,184.85	\$8,184.85	\$3,184.85	\$8,184.85	\$8,184,85	\$8,184.85	\$8,184.85	\$8,184.85	58,184.85	38,164.65	29 P81 83	\$8 184 85	\$8,184.85	\$8,184.85	\$8,184.85	\$8,184,85	\$8,184.85	\$8,184.85	\$8,184.85	58,184,85	58,184.85	56,184.63	18, 184.85	\$8,184.85	\$8,184.85	\$8,184.85	\$8,184.85	58,184,85	\$6,184.65 C9 184.85	\$8 184.85	\$8,184.85	\$8,184.85	\$8,184.85	\$8,184.85	50,104,00	58 184 85	\$8,184.85	\$8,184.85	\$8,184.85	\$8,184.85	\$8,184.85	58, (84.85	36,164.63	\$8.184.85	\$8,184.85	\$8,184,85	\$8,184.85 \$8,184.85	
_	_	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	2, 5	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	21,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	\$1,292,00	51 292 00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292,00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	
	Total final Cost		\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	39,470.83	59,470.63	\$9.476.85	\$9.476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	19,476.85	\$9,476.85	59,470.83	CO 476 85	\$9.476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,470.83	59,476.65	19 476 85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	59,476.85	\$9.476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.83	59,476.83	\$9.476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85	\$9,476.85 \$9,476.85	
Service Lateral		32,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	52 100 00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	52,100.00	25,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 \$2,100.00	
of Service	Laterals	_				~		- -		. –	-			-	_	_	_	-						_		_	_	_	_	~ .				- -		-	_	-			- -	. –	_	_			- -		_	_		- ·					-	_		
Basic Unit # 0	Benefit 62	00,000,00	\$6,000.00 66,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	30,000,00	\$6,000,00	\$6,000,00	\$6,000,00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	00 000 95	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	20,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
General Benefit	per Acre	┥.	\$1,576.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1.376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,576.85	\$1,570.83	\$1,376.63	51 376 85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,576.85	\$1 376 85	\$1.376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,370.83	\$1,370.63 \$1,476.85	\$1.376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,576.85	\$1.376.85	\$1,376.85	\$1,376.85	\$1,376.85	\$1,376.85 \$1,376.85	
	Benefit Area		0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0,1148	0.1146	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0,1148	
	Total Acreage	07110	0.1148	0.1148	0.1148	0.1148	0.1148	0.1149	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.2295		0.1148	0.1147	0.1148	0.1148	0,1157	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	0.1148	
2012 Real Mkt	Value	970 7713	\$120,500	\$144,698	\$50,335	\$156,181	\$142,691	\$135.516	\$152.218	\$49,375	\$114,408	\$142,768	\$143,401	\$104,551	\$115,028	\$130,088	\$62,598	\$21,107	/01/17\$	\$110,338	691,463	453.287	\$29,317	\$146,401	890'16\$	\$221,007	\$125,604	\$116,477	\$126,527	761,6318	118,207	\$13,277	\$115,047	\$13.317	\$29,131	\$107,677	\$151,687	\$117,987	\$49,375	\$118,417	\$136,347	\$164,254	\$174,605	\$109,557	\$122,257	751,8515	\$162.977	\$157,587	\$49,375	\$121,457	\$156,367	\$162,067	\$155,037	\$144.217	\$108,907	\$115,647	\$49,375	\$114,507	\$117,997	
	DEED REF#	2010 052001	1992-047751	2006-022464	2002-092773	2007-008284	1999-102920	2002-007643	1979-005027	2006-032480	2012-000075	1997-046711	1977-022390	1979-003206	2005-038390	2008-046816	2000-072363	2000-078282	787870-0007	07/91/07/00	000-000	2000-078281	2000-078280	2012-041446	2007-101528	2007-101528	2011-035627	2005-080056	2004-070361	167/503-666	2004-100093	2011-012309	2000-038199	2011-067245	2012-034408	2007-029793	2004-081147	1998-045064	2003-0045062	1999-072164	2007-012823	2004-079954	2012-037039	2002-033940	2008-032934	2000-09216	1975-007557	2000-055178	2011-050167	1997-033165	2004-116127	1973-002503	2008-061753	2006-024217	2007-044622	1990-037016	2003-119112	2001-088231	1995-040384	
	SITE ADDR	8723 CH JUTH AVE	6966 SE HAZEL ST	6926 SF HAZEL ST	NO SITUS	6710 SE HAZEL ST 8710 SE 67TU AVE	6815 SE FERN AVE	6837 SE FERN AVE	6978 SE FERN AVE	NO SITUS	6990 SE FERN AVE	6894 SE FERN AVE	6842 SE FERN AVE	6814 SE FERN AVE	6804 SE FERN AVE	6744 SE FERN AVE	NO STREET AVE	NO SILLIS	7070 SE HEDN AVE	2028 CF FEDN AVE	NO STITES	7050 SE FERN AVE	NO SITUS	6414 SE HAZEL ST	6451 SE OVERLAND ST	6421 SE OVERLAND ST	6431 SE OVERLAND ST	6422 SE MAY ST	6418 SE MAY SI	6408 SE MAY ST	6730 SE MAY ST	6710 SP MAY ST	6610 SE MAY ST	6504 SE MAY ST	NO SITUS	6505 SE OVERLAND ST	6511 SE OVERLAND ST	6515 SE OVERLAND ST	ATJ SE OVERT AND ST	6719 SE OVERLAND ST	6721 SE OVERLAND ST	6809 SE DREW AVE	6899 SE DREW AVE	9829 SE ECKLER AVE	6977 SE EUNLER AVE	6955 SE SNIDER AVE	6925 SE SNIDER AVE	6875 SE SNIDER AVE	6833 SE SNIDER AVE	6810 SE PIERCE ST	6920 SE PIERCE ST	970s SE FIENCE SI	6911 SE PIERCE ST	6806 SE LAMPHIER ST	6832 SE LAMPHIER ST	6904 SE LAMPHUER ST	No sirus	6720 SE OVEKLAND ST 6719 SE OVER AND ST	6712 SE OVERLAND ST	
,	CARE	WHITE GREGORY OTIS & SHARI KAY	PIXLEY ROBERT E SR	HALLETT KENNETH	OKNELAZ MARIE	LOVELANT LARKI E & FAMELA) JIMENEZ-ALEJANDRES ROBERTO	ROSHAK DEBORAH	KRAFT RICHARD R	ALLEN GERALD E JR & LINDA R	ALLEN GERALD E JR & LINDA R	WASSON DELORIS A	BROOKS KOREN & DAVID R	HOSMER JOHN F & ALICE P	MAKIIN EILEEN	CAMPBELL SCOTT	MIETTER ANN	OVERTIRE BRIANTEE	OVERTITE BRIANTEE	MORTON ROBERT E	MORTON ROBERT	MORTON ROBERT	OVERTURF BRIAN LEE	OVERTURE BRIAN L	QUALITY LOAN SERVICE CORP OF WA	THOM MAUREEN	THOM MAUREEN	THOMSEN LYLE J& KRISTY L	CECTE AD A DETENAN A P. HESSICA	FOW ER PONETO!	PETTIT HAROLD S	SANCHEZ DIEGO	ROSENBAUM MICHAEL	MOYER BRIAN D & TESA L	SORIANO YENI HOO	METRO AMERICA HOMEBUYERS	FOTEFF PAT	SWANEY LYNDA A	TEASDALE MARK TEASDALE MARK	YOUNG MICHAEL	POWELL KURT E	SHARINGHOUSEN ELAINE	KING MICHAEL C & JENESSA R	DOROKHOV DMITRIY V & LARISSA	DRAZER KENNELH V ADDIS 1 GO V	GLOVER DARYI.	HUGHES TERAN LEE	GRIGSBY JAN ELTON & CAROL LOUISE	WILKINSON ARCELIA M TRUSTEE	LOGVINENKO NIKOLAY N	PRADO ABEL J & JUANA CAMPA E	CAMACHO CAKLOS G MEVER BHITTE (AV. & DANGE A.)	MERRIT BETTY 1	COX ANDREW	MILLER MELODIE D	RIVELLI JOANNE	ALFORD JUSTIN	BKADLEY DAVID	PETERS SHARON	DELAFE CRAIG & REVEE	
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820 SE CLATSOP ST 8278 SE CLATSOP ST NO SITUS 8234 SE CLATSOP ST 8230 SE CLATSOP ST 8230 SE CLATSOP ST NO SITUS 6717 SE ALBERTA AVE 6706 SE MAY ST 688; SE ALBERTA AVE 6413 SE MAY ST 688; SE ALBERTA AVE 6413 SE MEY ST 6787 SE ALBERTA AVE 6423 SE PURCE ST 6923 SE PURCE ST 6923 SE PURCE ST 6924 SE LAMPHER ST 6967 SE ECKLER AVE 6950 SE LAMPHER ST 6950 SE LAMPHER ST 6950 SE LAMPHER ST	9715 SE BELL AVE 9711 SE BELL AVE 9801 SE BELL AVE 9801 SE BELL AVE 9811 SE BELL AVE 9813 SE BELL AVE 9813 SE BELL AVE 9814 SE BELL AVE 9815 SE BELL AVE 9815 SE BELL AVE 9816 SE BELL AVE 9817 SE BELL AVE 9817 SE BELL AVE 9818 SE BELL AVE 9818 SE CLATSOP ST 8855 SE FIILLER RD 6410 SE CLATSOP ST 8606 SE CLATSOP ST 8606 SE CLATSOP ST 9606 SE CLATSOP ST	6680 SE OVERLAND ST 6670 SE OVERLAND ST 6421 SE NEEDHAM ST 9221 SE SEEDHAM ST 9221 SE SETH AVE 6490 SE HALE ST NO SITUS NO SITUS NO SITUS 6690 SE JORDAN AVE 6790 SE HALE ST 6796 SE HALE ST 6796 SE HALE ST 6796 SE HALE ST 6796 SE JORDAN AVE 6791 SE JORDAN AVE	SITE ADDR 6710 SE OVERLAND ST 6708 SE OVERLAND ST 6708 SE OVERLAND ST 6708 SE ALDER PL 6735 SE ALDER PL 6753 SE ALDER PL 6754 SE ALDER PL 6754 SE ALDER PL 6758 SE ALDER PL 6758 SE ALDER PL 6758 SE ALDER PL 6758 SE ALDER PL 6768 SE ALDER PL 676	
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			Final Individual Assessment \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85 \$8,184.85	

Exhibit "D" Assessment District 2009-1

; :	Final Individual Assessment		\$8,258.01	\$8,262.81	\$6,257.51	\$8,276.00	\$8,295.19	\$8,298.79	\$8,302,39 \$8,212,19	36,313.16 SR 315 SR	\$8 315 58	\$8,315.58	\$8,316.78	\$8,322.78	\$8,322.78	58,322.78	56,322.78 C9 232.70	58 377 78	\$8,323.98	\$8,325.18	\$8,325.18	\$8,325.18	\$8,325,18	58,328.78	\$6,335.97 C9 220 57	\$8.343.17	\$8,345.57	\$8,350,36	\$8,351.56	\$8,351.56	\$8,356.36	\$8,363.56	\$6,358.53 \$8.376.75	\$8.385.15	\$8,389.94	\$8,389.94	\$8,389.94	\$8,391.14	\$8,400.74 \$8,404.33	58 409 13	\$8,417.53	\$8,419.93	\$8,421.13	\$8,421.13	58,433,12	\$8,434.32	\$8,434.32	\$8,435,52	38,433.32 C9 A25 C7	436	\$8,436.72	\$8,437.92	\$8,437.92	58,441.51	58 459 50	\$8,459.50	\$8,459.50	58,459.50
Urban Renewal		\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	\$1,292.00	,292.00	292.00		\$1 292 00	292.00	292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	1,292.00	\$1,292.00	\$1,292.00				\$1,292.00	\$1,292.00	27,292,00	\$1.292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	1,292.00	51,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,272.00	\$1,292.00	\$1,292.00	\$1,292.00
Urd Reta		\$1,2		59,554.81 \$1		_	647	59,590.79 51			\$9 607 58						59,014.76 31, eq 614.78 e1								13 67.7946								39,000.33 61 89,668.75 81						29,692.74 St					\$9,713.13 \$1 \$9.713.13 \$2			6A	59,727.52	Ā 5				25 :	59,733.51	. 2			\$9,751.50
į	Total final Cost						-																																																			_
	Service Lateral Benefit	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100	\$2,100.00	\$2,100	\$2,100.00	\$2,100.00	\$2,100.00	52,160,00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	22,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100,00 \$7,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 0.001,12	52,100.00 52,100.00	\$2,100,00	\$2,100.00	\$2,100.00	52,100,00	\$2,100.00 \$2,100.00	\$2 100.00	\$2,100.00	\$2,100.00	52, 100.00	22,100,00	\$2,100.00	\$2,100.00	\$2,100.00	52,100.00	52,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
200 at 100 at 10	Laterals		_			-				-	-	-	-	-				. –	~	_	-					. –	-	-	-		- .			٠ –		-	Į			-	-	,			-	-	-			_	-					-		-
Doofs II.:	Benefit	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	36,000,00	56,000,00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	00'000'04 66 000 00	S6 000 00	\$6,000.00	\$6,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	36,000,00 66,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000,00 \$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	56 000 00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000.00	96,000,00
Contract Dange	per Acre	${oldsymbol{ iny}}$	\$1,450.01	\$1,454.81	\$1,464.41	\$1,468.00	\$1,487.19	\$1,490.79	\$1.505.18	\$1,507,58	\$1,507.58	\$1,507.58	\$1,508.78	\$1,514.78	\$1,514.78	\$1,514.78	\$1 514 78	\$1.514.78	\$1,515.98	\$1,517.18	\$1,517.18	\$1,517.18	\$1,717,18	51,320,78	\$1 531 57	\$1,535.17	\$1,537.57	\$1,542.36	\$1,543.56	\$1,543.56	\$1,548.36	\$1,555.36	\$1,568.75	\$1,577.15	\$1,581.94	\$1,581.94	\$1,581.94	\$1,583,14	\$1,596.33	\$1,601.13	\$1,609.53	\$1,611.93	\$1,613.13	\$1,613,13	\$1,625.12	\$1,626,32	\$1,626.32	\$1,627.52	\$1,027.32	\$1,628.72	\$1,628.72	\$1,629.92	\$1,629.92	\$1,633,51	\$1,651.50	\$1,651.50	\$1,651.50	ve.rea,te
Canada	25 -	,	0,1209	0.1213	0.1221	0.1224	0.1240	0.1243	0.1255	0.1257	0.1257	0.1257	0.1258	0,1263	0.1263	0.1263	0 1263	0.1263	0.1264	0,1265	0.1265	0.1265	0.1263	0.1774	0.1277	0.1280	0.1282	0.1286	0.1287	0.1287	0.1291	1671.0	0.1308	0,1315	0.1319	0.1319	0.1319	0.1320	0,1331	0.1335	0.1342	0,1344	0.1343	0.1345	0,1355	0.1356	0.1356	0.1357	0.1357	0,1358	0.1358	0.1359	0.1359	0.1362	0.1377	0.1377	0.1377	0.1377
•	Total Acreage		0.1209	0.1213	0.1221	0.1224	0.1240	0.1245	0.1255	0,1257	0.1257	0.1257	0.1258	0.1263	0.1263	0.1263	0 1263	0.1263	0.1264	0.1265	0.1265	0.1265	0.1265	0.120	0.1277	0.1280	0.1282	0.1286	0.1287	0.1287	0.1291	0.120	0.1308	0,1315	0.1319	0.1319	0.1319	0.1520	0.1331	0.1335	0.1342	0.1377	0.1345	0.1345	0,1355	0.1356	0.1356	0.1357	0.1357	0.1358	0.1358	0.1359	0.1359	0.1362	0.1377	0.1377	0.1377	
2012 Real Mit	Value		\$156,382	\$125,487	\$143,941	\$182,277	\$168,418	\$139.481	\$138,172	\$131,646	\$148,703	\$134,383	\$127,883	\$118,842	\$120,105	\$150.051	\$142,451	\$110,751	\$147,015	\$146,895	\$176,945	\$140,195	\$151,303 \$23,193	761 153	\$142,175	761,62\$	\$148,905	\$23,197	\$142,975	\$124,411	523,197	\$133.761	\$148,415	\$120,871	\$51,559	\$143,725	\$130,412	81.59,556	\$134,222	\$160,385	\$143,590	\$160,618	\$162,681	\$180,951	\$158,305	\$140,885	\$146,515	\$169,195	\$160,485	\$138,633	\$152,415	\$149,445	\$140,875	\$157,798	\$160,936	\$162,108	\$153,976	2014114
	DEED REF#		1977-027218	1972-005484	2001-018407	2001-007299	2011-056306	2004-082695	2005-094849	2005-100005	2002-105938	2006-042188	092810-9661	2005-067293	2007-082941	2012-031462	1992-024989	1976-032810	2011-034325	2006-100572	2006-100573	1999-001233	2000-0234	2000-078282	1999-043826	2000-078282	2006-004770	2000-078282	2006-018976	2010-013704	7000-078282	00061453-13	2006-023951	2004-080314	1968-023867	2003-089779	2007-039387	1990-06/208 1991-067042	1993-096885	2011-001359	1998-114738	2011-050167	1996-072030	2003-129365	1994-075840	2004-060262	1999-103227	632-04/084	1997-099340	1669£0-2661	2010-020327	2009-05/426	2010-024127	2011-005870	1991-049709	1980-04392	1988-020572	
	SITE ADDR		6791 SE ALBERTA AVE	6891 SE ALBERTA AVE	8691 SE 72ND AVE	6903 SE ALBERTA AVE	6309 SE ALBEKTA AVE	9624 SE LINWOOD AVE	9021 SE 70TH AVE	8332 SE GRAY ST	8330 SE GRAY ST	8220 SE GRAY ST	8215 SE CORNWELL AVE	6/11 SE HAZEL SI	NO SITHS	7201 SE BREHAUT ST	6912 SE BREHAUT ST	6820 SE BREHAUT ST	8616 SE GRAY ST	8805 SE GARDEN LN	8/25 SE GARDEN LN	8304 SP CARDEN IN	NO SITTIS	SUTISON	8704 SE CORNWELL AVE	NOSITUS	8714 SE CORNWELL AVE	7099 SE ALBERTA AVE	8724 SE CORNWELL AVE	6512 SE NEEDHAM ST	NOSHITIS	6420 SE LAURA AVE	8310 SE GRAY ST	6370 SE LAURA AVE	NO SILLOS	8620 SE 67TH AVE	6708 SE HAZEL ST	8606 SE GARDEN LN	7126 SE HAZEL ST	6703 SE FERN AVE	6701 SE ALBERTA AVE	9730 SF BELL AVE	9700 SE BELL AVE	9620 SE BELL AVE	8406 SE GARDEN LN	8426 SE GARDEN LN	8416 SE GARDEN LN 8526 SE GARDEN I N	8516 SE GARDEN LN	8506 SE GARDEN LN	8636 SE GARDEN LN	8616 SE GARDEN LN	8626 SE GARDEN LN 8626 SE GARDEN I N	8756 SE 67TH AVE	9943 SE LINWOOD AVE	8537 SE GRAY ST	8621 SE GRAY ST	6 /US SE HAZEL ST	
	Owner	TO A BITOLINE	SAUCH HOMER IR & MARY LOBETTA	SANETEL GERALD R & PATRICIA	HANSON WALTER B	HALE JOHN H & BONNIE J DROHI ZUACON & CLEWIC H	NASE MARIORIE HUIT TRUSTEE	FRENCH ELIAS P	ROGERS VICKI ANN	CASPER JACOB C & JANCY J	SCHUETT CHRISTOPHER LEE	MCPARTLAND MICHAEL	SNOW DENISE MAKIE TRACET E SCOTT & ADDIT	DEMAS GAVIE & GEORGE	OVERTURE BRIAN LEE	SKOWRONEK MARIANNE	SHIMEK THOMAS E	ROSE KAREN L	WALTERS MARK & JANICE	RUECK KIMBERLY JOANNE	SIMER A LA ROSE IRENE	GREENFIELD JACOUELINE D	OVERTURE BRIAN LEE	OVERTURE BRIAN LEE	BARNETT KATHY K	OVERTURF BRIAN LEE	GILL RANDAL D	OVERTURE BRIAN LEE	WALDENBURG FU-LI & RICHARD II	FREEZ KUNALDIC & KAIHY L OVEDTIRE BRIANIEE	OVERTURE BRIAN LEF	THRAPP SARAH M	HOXWORTH SANDRA K	FOURMOST PROPERTIES LLC	MOCCARDINE PHYLLIS M	FULLMAN KONALD ALLEN & KAREN Y HOUSING ALTHURY CO.C. ACK	HENTER SHELLA B	BRAUN CHAD M & CHERI L	LAMPMAN DALE LEE	GREGG PAUL J	GRAHN ALVIN W & KATHRYN A Spain ei bret e & 1 oks 1	LOGVINENKO NIKOLAY N	LOMBARD RONALD & JANELL	CUTSFORTH ALAN D	BARNETT KATHLEEN KAY	LOVE RONALD L & GENELLE L	GARTNER MAX LEF	ELWOOD CARL H 1/2	JOHNSTON LUKE A	CARROLL KIRSTEN G	CISNEROS MARIA DOLORES GONZALEZ GORDON MICHAEL W	ESSAFILAURA E	BAILEY HILLARY	COY VALERIE	LOVEALL NORMAN WAYNE & JANEL	JONES LAWRENCE W	STROUTS DOLLYANN	
	Tax Lot Number	12E29BA13500	12E29CC01000	12E29BA13600	12E29HA07400	12E29BA13700	12E29BC02200	12E29CB04300	12E29BA13900	12E28BB05500	12E28BB05600	12E28BB05800	12F29BA05500	12E29BA05900	12E29BA16400	(2E29BD04800	12E29BD05900	12F29BD06100	12E28BB04600	125285511700	12E28BB11900	12E28BB12000	12E29BA16300	12E29BA16200	12E28BB08200	12E29BA16100	12F28BB08300	12E29BA16000	17570000000	12E29BA15900	12E29BA15800	12E29CB07300	12E28BB05700	12E29CB07200	12E29BA02900	12E29BAU5200	12E29BA05600	12E28BB10800	12E29BA09200	12E29BA11301	12E29BA13100	12E29CA06300	12E29CA06401	12E29CA08000	12E28BB11400	12528BB11200	12E28BB10900	12E28BB11000	12E28BB11100	12E28BB10400	12E28BB10700	12E28BB10600	12E29BA11200	12E30DD00400	12E28BB03602	12E28BB039M0	12E29BA08800	

Exhibit "D"
Assessment District 2009-1

12E29C1905100 12E29B06200 12E29B06200 12E29CB05000 12E29CB05000 12E29CB05000 12E29CB05000 12E29CB05000 12E29B06500 12E29B066100 12E29B06600 12E29B0600 12E29B0600 12E29B0600 12E29B0600 12E29B0600 12E28B06100 12E28B06100 12E28B06100 12E28B06500	Tax Let Number 1259/CB17000 1259/CB17400 1259/CB17400 1259/BB07500 12458/BB07500 12458/BB07500 12458/BB07701 12459/BB07701 12459/BB07700	
FLEMING AUGUSTUS F & E A ALDRIDGE JOHN W & CONNIE L SCHWABACUER SANDRA C TRUSTEE HOM OKJA TRUSTEE HOM OKJA TRUSTEE HOM OKJA TRUSTEE ARELLANO DIONY P & DIANINA ROLEN TERRY J & SIJARON L TAFOYA TAMARA HOM OKJA TRUSTEE MORRIS RANDY G & BRENDA G VADELIND RICHARD S & KATHERINE V COUCH DIANNE R DAVEE JULIUS JOHN FLYNN THOMAS B EGAN. WILLIAMS ADRIENNE C BADER ELAINE J GHIORA ALISA A WALTER MICHELLE J HOUSER DAVID L & DEANNA L EWELL SCOTT DOUGLAS & DELORIS A DEVRIES JENNIER L HODGIN JEREMY JAY TRAVIS LOVELL B & M VAZZOLINO-TRAVIS WALLER NORMAN & JOYCE K OLSON RODH BONSTEIN LO ANN MINTO MICHAEL G & CONNIE L SHEA DANIEL P STELLE TRACY G RICKABY MARC C & STEPHANIE TAYLOR EARL L VANAKEN EDWARD B HARMON RICHARD LEE & PATRICIA METHYEN GARY D & LINDA C REED BEN L & TONYAM BARNETT KATHY TYLER DAVID A BUDDEN JEFFREY C BANING MARY J		
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Exhibit "D" Assessment District 2009-1

Final Individual	Assessine	48 638 71	\$8,645.40	\$8,646.60	\$8,649.00	\$8,651.40	\$8,666.99	\$8,000,99	\$8,669.39	\$8,669.39	\$8,669.39	\$8,669,39	\$8,685.39	\$8,695.78	\$8,699.37	\$8 700 57	18,700.37	\$8,700.57	\$8,700.57	\$8,700.57	58 700 57	\$8,700.57	\$8,700.57	\$8,720.96	\$8,732.96	58,734,16	\$8 735 36	\$8,735.36	\$8,735.36	\$8,735.36	\$8,735,36	58 735 36	\$8,735.36	\$8,735.36	\$8,736,55	\$8,736.55	\$8,736.55	58,736,55	\$8,736.55	\$8,736.55	58,736,55	\$8,736.55	\$8,736.55	\$8,736.55	\$8,737.75	\$8,737,75	\$8,737.75	\$8,737.75	\$8,737.75	\$8,737.75	58 757.75	\$8,737.75	\$8,737.75
Urban Renewal Assessment pi Discount	\$1 202 00	21 297 00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	31,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,382.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1.292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292.00
in Clark	ota mai cost	T 60 030 21	\$9,937.40	\$9,938.60	\$9,941.00	\$9,943.40	\$9,958,99	89,938,99	\$9,961.39	\$9,961.39	68 196 63	\$9,961.39	\$9,901.39	\$9,987.78	\$5,991.37	59,992.57	\$5,260,63	\$9,992.57	\$9,992.57	\$9,992.57	59,992.57	\$9,992.57	\$9,992.57	\$10,012.96	\$10,024.96	\$10,026.16	\$10.027.36	\$10,027.36	\$10,027.36	\$10,027.36	\$10,027,36	\$10,027.36	\$10,027.36	\$10,027.36	\$10,028.55	\$10,028.55	\$10,028.55	\$10,028.55	\$10,028,55	\$10,028.55	\$10,028.33	\$10,028.55	\$10,028.55	\$10,028.55	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75	\$10,029.75
Service Lateral	ſ	00 00 t c3	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,190.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,190,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,196.90 \$7,196.90	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
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Basic Unit	\$6,000,00	Se 000 00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,900.00	\$6,000.00 \$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00 26,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00	\$6,000,00 \$6,000,00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00
General Benefit	ļ,		\$1,837.40	\$1,838.60	\$1,842.20	\$1,843.40	\$1,858,99		\$1,861.39	\$1,861.39	\$1,861.39	\$1,861.39	\$1.878.18	\$1,887.78	\$1,891.37	\$1,892.57 \$1,892.57	\$1.892.57	\$1,892.57	\$1,892.57	\$1,892.57	75 69 73	\$1,892.57	\$1,892.57	\$1,912.96	\$1,924.96	\$1,925.18	\$1,927.36	\$1,927.36	\$1,927.36	\$1,927.36	\$1,927.36	\$1,927.36	\$1,927.36	\$1,927.36	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,928.55	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75	\$1,929.75
General G	_	0.1526 F	0.1532	0.1533	0.1536	0.1537	0.1550	0.1552	0.1552	0.1552	0.1552	0.1552	0.1566	0.1574	0.1577	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0,1595	0.1605	0.1607	0.1607	0.1607	0.1607	0.1607	0.1607	0.1607	0.1607	0.1607	0.1608	0.1608	0.1608	0.1608	0.1608	0.1608	0.1608	0.1608	0.1608	0.4608	0,1609	0.1609	0,1509	0.1609	0.1609	0.1609	0.1609	0.1609	0.1609
Total Acresse		0.1526	0.1532	0.1533	0.1536	0.1537	0.1550	0.1552	0.1552	0.1552	0.1552	0.1552	0.1566	0.1587	0.1577	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0.1578	0.1595	0.1605	0.1607	0.1607	0.1607	0.1607	0.1607	0.1607	0 1607	0.1607	0.1607	0.1608	0.1608	0.1608	0.1608	0.1608	8091.0	0.1608	0.1608	0.1608	0.1508	0.1609	0.1609	0.1609	0.1609	0.1609	6091.0	6091.0	0.1609	0.1603
2012 Real Mkt Value TA		\$160.742	\$123,534	\$144,885	\$164,273	\$12,486	\$160,152	\$138.275	\$145,698	\$173,665	\$151,935	\$129.725	\$158,104	\$110,874	\$149,452	\$161 532	\$159,172	\$150,592	\$166,582	\$149,172	\$159.382	\$146,192	\$233,712	\$159,112	\$150,643	\$154.797	\$181,403	\$161,113	\$162,997	\$166,488	\$174,436	\$167,986	\$162,736	\$148,206	\$146,403	\$184,663	\$158,423	\$162,989	\$163,219	\$192,369	\$176,753	\$155,728	\$151,428	\$153.426	\$163,909	\$170,886	\$160,479	\$181,150	\$128,160	\$167,160	\$166,520	\$166,010	\$168,960
DEFD RE##		1993-094191	2001-027187	1995-047794	2008-070725	2007-104635	2003-075572	2007-095668	2012-023993	2006-061698	2009-036881	1997-099285	2007-029910	2002-085506	2004-080304	1996-040096	2005-058984	1995-040275	2003-032930	2012-052987	2012-024602	1993-005372	2005-031412	1990-012302	1985-014921 2011-040567	2007-020674	1999-059804	161960-6661	2001-005372	2007-092589	1978-039942	1978-045512	2006-065821	339-332	2011-057275	1996-060120	1999-111948	1992-033762	1994-050291	2004-081873	2009-000585	1997-099238	2007-043190	2002-063762	1982-000452	2008-079982	1986-049768	2004-014857	2006-059882	1999-058898	\$16020-8861	1989-026804	2005-050616
SITE ADDR		8615 SE GARDEN LN	7007 SE LAMPHIER ST	8610 ST SOTH DR	8620 SE 58TH DR	NO STITUS	8713 SE CORNWELL AVE 8727 SE CORNWELL AVE	6530 SE FIR AVE	6543 SF HAZEL ST	6509 SE HAZEL ST	6516 SE FIR AVE 8610 CF 65TB AVE	6505 SE HAZEL ST	8721 SE 67TH AVE	6901 SE BREHAUT ST	8627 SE CORNWELL AVE	8343 SE CORNWELL AVE	8407 SE CORNWELL AVE	8417 SE CORNWELL AVE	8427 SE CORNWELL AVE	8507 SE CORNWELL AVE	8527 SE CORNWELL AVE	8607 SE CORNWELL AVE	8617 SE CORNWELL AVE	8331 SE CORNWELL AVE	6312 SE FERN ST 9916 SF I INWOOD AVE	8617 SE GRAY ST	6412 SE FERN ST	6469 SE FERN ST	6401 SE ALBERTA AVE	6580 SE HAZEL ST	7281 SE DREW AVE	7271 SE DREW AVE	6495 SE ALDER PL	9902 SE BELL AVE	6332 SE FERN ST	6352 SE FERN ST	6392 SE FERN ST	6432 SE FERN ST	6452 SE FERN ST	6472 SE FERN ST 6492 SF FERN ST	6509 SE FERN ST	6489 SE FERN ST	6546 SE HAZEL ST	6240 SE OVERLAND ST	6449 SE FERN ST	6429 SE FERN ST	6211 SF ALRERTA AVE	6275 SE ALBERTA AVE	6305 SE ALBERTA AVE	6307 SE ALBERTA AVE	6337 SE ALBERTA AVE	6367 SE ALBERTA AVE	6389 SE ALBEKTA AVE
Owner		KARSTENS DUANE PHILLIP	RAMSEY LOGAN	KAHLER LARA KARI ANN	KAHLER-LARA KARI ANN	CLARKE ANDREW NICHOLAS	WAKLILA JUS <i>etti d</i> e V <u>iklania</u> DELATORRE CESAR M	COLE TERESSA A	SELF MICHAEL DUANE	BELCH LUCAS R	CINCO JIMMIY ZIOGAN ALEKSANDR & LYTIBOV	ESPARZA ALEJANDRO & CECILIA	ROBERTSON JEFFREY E JR	EDMONSON RICHARD A	RETAIN DESTENDED	OVERLIN LYNN E	KOENIG PHYLLIS PHILLIPS TRUSTEE	KIMBLE COREY J	STARK SUZAN	BENEIT-HECK JUDY A	MCCORMICK JOSHUA R & MALIA	THEISEN DOUGLAS P	SHAW ANGELA D	EGGE MICHAEL J	ROWELL ROBERT F ROLFE JAMES S	NGUYEN CUONG THE & HONG THE	WOODWARD LINDA TRUSTEE	SOURYAMAT PHOON & OUTHONG	RICH DAVID & CHARII VN	GRAY SHELLA	HOUSING AUTHRTY CO CLACK	HOUSING AUTHRITY CO CLACK	KUGIYA AIKO CAMBBELL CI ABBNCEL & VEBONICA D	HILLS DANIEL J & SHARON R	RHOADES CINDY LEE	DIZON PILAR S I EWIS AMBED I	ALAGAR ZOSIMA M	NOLAN LAIRA L	CARRILLO RHANDY	FOSHCHEINNO AINATOLLY HOUSING AUTHRITY CO CLACK	AGUILAR HERIBERTO & GEORGINA	LOVE RONALD L & GENELLE L	STROUP MICHAEL J GARCIA AI RERIO	CARNER DARIN M	HOUSING AUTHRTY CO CLACK	KELLY JAMES E & CATHERINE L WADERAY A	HERRICK WILLIAM A & MAVA L	DIETRICH PAUL W	HONGIN NEIL E	SERVEN BUILDIAM DIROSTEE HOUSING ALTHRITY OO CLACK	HOUSING AUTHRTY CO CLACK	HOUSING AUTHRIY CO CLACK Gabulas normi Monttei	MANCIAN NOEMI MON LIEL
Fax Lot Number		12E28BB10200	12E29CA01802	12E30AA03500	12E30AA03400	12E29BC03700	12E28BB10300	12F29BB01700	12E29BB01800	12E2/BB01900	12E29BB02100	12E29BB02200	12E29BB08800	12E29BD04200	12E28BB06900	12E28BB07000	12E28BB07100	12E28BB07200	12E28BB07500	12F28HB07500	12E28BB07600	12E28BB07700	12E28BB07800	12E28BB06800	12E29CC02300	12E28BB03800	12E29BB05406	12E29BB05418	12E29BB09300	12E29BB09303	12E29CA09000	12E29CA09100	12E29CB03100 12E29CB13600	12E29CD02300	12E29BB05402	12E29BB05403	12E29BB05405	12E29BB05407	12E29BB05408	12E29BB05410	12E29BB05416	12E29BB05417	12E29BB09301	12E29CB03600	12E29BB05419	12E29BB05420	001/26298821	12E29BB07200	12E29BB07300	12E29BB07500	12E29BB07600	12 E29BB 07700 12F29RR07701	10110000000000

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Exhibit "P"
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Exhibit "D" Assessment District 2009-1	
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Final Individual A recomment	The state of the s	0000	\$8,902.06	\$8,906.88	\$8,906,88	\$8,910.46	\$8,912.86	\$8,914.06	\$8,914.06	\$8,920.06	\$8,920.06	\$8,920.06	58.941.64	58,941.64	\$8,954.84	58,956.04	\$8,936.04	\$8,950.04	\$8,957.23	\$8,957.23	\$8,957.23	58,976,42	58.987.22	\$8,987.22	\$9,005.21	\$9,010.01	\$9,010.01	\$9,011.21	\$9,011.21	\$9,013.60	\$9,020.80 cu 030.80	\$9,023.20	\$9,030.40	\$9,032.79	\$9,038.79	\$9,057.98	\$9,063.98	\$9,065.18	\$9,069.97	26 690 6\$	\$9,078.37	\$5,091.30	\$9,102.36	\$9,110.75	\$9,113.15	\$9,121,35	\$9,134,74	\$9,135.94	\$9,143,13	\$9,157.53	\$9,189,91	\$9,191.11	\$9,206.70	\$9,206.70 \$9,207.90
Urban Renewal Assessment p	\$1.292.00	00 000	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	00.262,14 00.795,13	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	00 267 13	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1.292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00
Total final Cast			\$10,194.06	\$10,198.86	\$10,198.86	\$10,202,46	\$10,204.86	\$10,206,06	\$10,206.06	\$10,212.06	\$10,212.06	\$10,212.00	\$10,233.64	\$10,233.64	\$10,246.84	\$10,248.04	\$10.248.04 \$10.248.04	\$10.249.23	\$10,249.23	\$10,249,23	\$10,249.23	\$10,268.42	\$10,279,22	\$10,279.22	\$10,297.21	\$10,302.01	\$10,302,01	\$10,303.21	\$10,303.21	\$10,305,60	\$10,312.80	\$10,315.20	\$10,322.40	\$10,324.79	\$10,330,79	\$10,349.98	\$10,355.98	\$10,357.18	\$10,361,97	\$10,361.97	\$10,370.37	\$10,383.26	\$10,394.36	\$10,402,75	\$10,405.15	\$10,413.33	\$10,426,74	\$10,427.94	\$10,435.13	\$10,449,53	\$10,481.91	\$10,483,11	\$10.498.70	\$10,498.70
Service Lateral Renefit	٩	22 100 00	\$2,100.60	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	52,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 52,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 \$2,100.00
# of Service Laterals		-		_				. –	_					_					-	_				_	_				-				-				-		. –	, ,			-				_	-	- -	- -		-		
Basic Unit Benefit	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000.00	00 000 00 26 000 00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000,00	26,000,00	\$6.000 00 56.000 00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,000 \$6,000,000	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00 26,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
General Benefit Der Acre	٥	┨	\$2,094.06	\$2,098,86	52,098.86	52,102.46	\$2,106,06	\$2,106.06	\$2,106.06	\$2,112.06	\$2,112.06	\$2,120.45	\$2,133.64	\$2,133.64	\$2,146.84	\$2,148.04	\$2 48 04	\$2,149.23	\$2,149,23	\$2,149.23	\$2,149.23	\$2 168.47	\$2,179.22	\$2,179.22	\$2,197.21	\$2,202.01	\$2,202.01	\$2,203.21	\$2,203.21	\$2,205.60	\$2,212.80	\$2,215.20	\$2,222.40	\$2,224.79	\$2,243.78	\$2,249.98	\$2,255.98	52,257.18	\$2,261.97	\$2,261.97	52,270.37	\$2,284.76	\$2,294.36	\$2,302.75	12,305.15	\$2,326.74	\$2,326.74	\$2,327.94	\$2,335.13	\$2,349.33	\$2,381.91	\$2,383.11	\$2,398.70	\$2,398.70 \$2,399.90
General Benefit Area		0.1745	0.1746	0.1750	0.1750	0.1755	0,1756	0.1756	0.1756	19/1/0	0.1761	0 1768	0.1779	0.1779	0.1790	0.1791	0.1791	0.1792	0.1792	0.1792	0.1792	0.1808	0.1817	0.1817	0.1832	0.1836	0.1836	0.1837	0.1837	0.1839	0.1845	0.1847	0.1853	0.1855	0.1870	0.1876	0.1881	0.1884	0.1886	0.1886	0.1893	0.1905	0.1913	0.1920	0.1929	0.1940	0.1940	0.1941	0.1947	0.1967	0.1986	0.1987	0.2000	0.2001
Total Acreage		0.1745	0.1746	0,1750	0.1750	0.1755	0.1756	0.1756	0.1756	0.1761	0.1761	0.1768	0.1779	0.1779	0.1790	16/1/0	0.1791	0.1792	0.1792	0,1792	0.1792	0.1808	0.1817	0.1817	0.1832	0.1836	0.1836	0 1837	0.1837	0.1839	0.1845	0.1847	0.1853	0.1855	0.1870	0.1876	0.1881	0.1884	0.1886	0.1886	0.1804	0.1905	0.1913	0.1920	0.1929	0.1940	0.1940	0.1941	0.1947	0.1967	0.1986	0.1987	0.2000	0.2000
2012 Real Mkf Value		\$139,725	\$180,621	\$161,261	\$11,418 rmc occs	\$169,635	\$169,635	\$178,515	\$20,426	\$173,402	\$160,662	\$117,441	\$188,265	\$164,141	\$142,165	\$168.555	\$117,932	\$145,592	\$169,625	\$198,642	\$177.457	\$148,460	\$245,081	\$179,101	\$159,591	\$152,960	\$155,346	\$191,520	\$123,075	\$183,430	\$189,628	\$198,410	\$164,190	\$112,161	\$146,031	\$156,060	\$165,251	\$139,405	\$145,330	\$167,680	\$173,080	\$170,489	\$172,905	\$173,625	\$155,222	\$179,875	\$140,205	\$187,775	\$150,755	\$189,481	\$150,929	\$169,985	\$190,413	\$162,931
DEED REF#		2011-034771	2005-031530	1987-045351	1985-040846	2010-032934	1994-007525	2007-064975	2007-028635	2010-022012	1988-018873	1995-057776	1999-104771	2007-017069	2001-061549	2005-045819	00057654-10	1995-021177	1997-054963	2012 001583	1999-018417	2008-050413	2005-002168	2007-108072	2012-050705	2011-040793	2012-048603	1998-108041	2012-019153	1988-046235	2011-050801	458-226	2005-110970	2006-051660	2001-038115	2010-051674	2011-033902	2007-013856	2011-048489	2011-0068547	1998-089336	1979-003742	2008-06719Z	2005-034056	2006-022669	1993-092846	2003-002942	2003-020132	2007-000874	1979-049114		2002-086129	2005-125088	1998-059324
SITE ADDR		8585 SE 72ND AVE	10191 SE 72ND AVE	9710 SE LINWOOD AVE	5545 SE WESTFORK ST	8590 SE CLATSOP ST	8610 SF. CLATSOP ST	8600 SE CLATSOP ST	NO SITUS	6565 SE ALBERTA AVE	6545 SE ALBERTA AVE	9904 SE BELL AVE	6318 SE NEEDHAM C'F	6312 SE NEEDHAM CT	8765 SE 67TH AVE	8785 SE 67TH AVE	8715 SE 67TH AVE	6635 SE ALBERTA AVE	6645 SE ALBERTA AVE	NO SITTS	7420 SE LUTHER RD	7424 SE LUTHER RD	10150 SE SANDVIEW LN	10182 SE SANDVIEW LN	8533 CP GR AVE	7422 SE LUTHER RD	8560 SE 58TH DR	8620 SE GRAY ST	6785 SE JORDAN AVE	8432 SE GRAY ST	6282 SH STREN CT	9939 SE LINWOOD AVE	9555 SE LINWOOD AVE	10123 SELINWOOD AVE	6729 SE MAY ST	8815 SE GARDEN LN	6325 SE JORDAN AVE	7005 SE LAMPHIER ST	8305 SE CORNWELL AVE	6206 SF FFRN AVE	6220 SF OVERLAND ST	6715 SE FERN AVE	6242 SE STEEN CT	9820 SE BELL AVE 9957 SE LINWOOD AVE	6253 SE STEEN CT	10153 SE 70TH AVE	10181 SE 70TH AVE	10122 SE LENWOOD AVE	9310 SE SHERRIANNE CT	10133 SE 70TH AVE	9306 SE SHERRIANNE CT	9714 SE LINWOOD AVE	6521 SE NEEDHAM ST	6507 SE NEEDHAM ST
Owner		DICTOR DAVID	SCHERMERHORN CRAIG & KELSEY C	FISHER JOHN W	BURLESON LARRY DEAN	FULLER DAVID L	JOHNSON STEVEN J	CHAVARRIA JOSE A DIAZ	CICERCHI RICHARD	CONN PAUL JOSEPH	STERBA JOSEPH A & DEBBIE L	KELLOGG JOHN F	FIELD JAMES K & DAWN R	MONTERO NORMA K	MCNATT RICHARD L	DAVIS BRIAN S	KOSCHESKI AMANDA	SHEAFFER JOLENE & PATRICK	FENALUZA FIOQUINTO F & BRIGIDA H HARRIS DENNIS & CINDO	HUWALDI IDA M	COX BRUCE A & DONNA E	HINTZ RAY S	BOYCHENKO SERGEY & ANASTASIYA	CAREVIATE A	MORRIS LAWRENCE A	STEAGALL ANGELA M	WEIR JANE L & GORDON	RONNINGEN MICHAEL P & MICHELINE S	MOKAN LYSON K REVNOLDS MOBGAN	SANCHEZ REYES 1/2	WILLIAMS MARK E & CELINA VONGDEUANE	WILEY ROBERT & WANDA	FULUGAN & LIEW PAAN FVANS FEIC D	DUKATZ HAYLEY M & DALE J	LEIST NEIL A	ZEILER DOUGLAS W	KENNEDY CASBY J	ANDERSON BARRY R & ALLISON A	LIN AMY LONG BOMALD I DE 6. CEMBERTY	BURGAN OLGA	MERSEREAU THOMAS RANDOLPH	ROWLEY EMERSON R & JULIA JEANINE	DUPKEE DAYLEANN APPOLACT NOBLACK ESP TRETTER	COOK GREGORY G & JAYNE	CHUSRI ARTHIT & SOMCHIT NONSILA	CONNER ROBERT L & ALLIENE G	FOCOROS JOHN TRUSTEE	STUWE WILLIAM KARL	FARNES RICHARD S & VICKI	CROSS LEE E & DEANNA L	EMMERT TERRY W	WINWARD STEVEN D ANDERSON S A & R TRROWN: ANDERSON	CHAMBERS LELAND RAY & JOYCE ARLENE	LESLIE GFORGE C & CHRISTENA F
Tax Lot Number		12E29BA01100	12E29CB05401	12E29CB05703	12E30AB02300	12E28BB00501	12E28BB00400	12E28BB00500	12E29BB08200	12E29BB08300	12E29BB08303	12E29CD02400	12529CB06200	12E29BB09000	12E29BB08600	12E29BB08602	12E29BB08900	12F29BB08500	12E29BR09100	12E29BB09200	12E29AB02700	12E29AB03000	12E29CD04101	12E22CD04104	12E28BB03400	12E29AB02800	12E30AA02800	12E28BB04500	12E28BB04700	12E28BB05200	12E29CC03300	12E30DD00300	12E29CB07600	12E30DD01500	12E29BC04000	12E28BB11600	12E29BA11400	12E29CA01803	12E28BB06500	12E29BA13000	12E29CB03800	12E29BA11500	12E29CC03900	12E30DD00700	12E29CC03500	12E29CD04103	12E29CDXM104	12E29CD03900	12E29AD04903	12E29CD04000	12E29AD04904	12E29BB05412	12E29CB08300	12E29CB07800

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Exhibit "D"
Assessment District 2009-1

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\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		200000	\$2.753.71	,	2000	\$20 \$ 145 375	1983-013520	6905 SE FIR AVE	HUNKER DAVID PATRICK	12E29BA03900
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,753,71	0			1968-023867	6709 SE FIR AVE	MOCCARDINE PITYLLIS M	12E29BA03000
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	52,100,00	\$6,000.00	\$2,753.71 \$7,753.71	0.22%	8 0.22%	5206 \$142.678	2004-116206	7111 SEFIR AVE	WILLIS BENJAMIN I.	12E29BA01400
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,753.71		_		1996-015320	8221 SE GRAY ST	PATTERSON MARY M & LAWRENCE O	12E28BB02600
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,752.51	6				8864 SE 8ZND AVE	ROGERS FRANK	12E28BB12600
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	27 100 00	\$6,000.00	\$2,751.31 \$2,752.51	0.2294	9 0.2294	503 \$167.879	/E 2007-052503	8220 SE CORNWELL AVE	SCHNEIDER JACK A	12E28BB12500
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	_	\$6,000.00	\$2,750.11			-	597-636	NO SITUS	STOFIEL HELEN M	12E30AA04100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100.00	\$6,000.00	\$2,750.11	0.6				8630 SE 58TH DR	SCHELL MARY ANN	12E30AA03700
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2, /48.91	0.2292		1802 \$177,648	2006-038802	6204 SE OVERLAND ST	KRUCKENBERG CHET E	12E29CB03900
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		. 0	4 0.2278			6415 SE OVERLAND ST		12E29BC02400
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.				6339 SE NEEDHAM ST	BURGE ROY W & JUDY	12E29CB06900
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100,00 \$	\$6,000,00	\$2,723.72	0.2271	6 02271	7720 \$62,996	2000-019720	NO SITUS	BURGE ROY W & JUDY	12E29CB06100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00					2003-092172	8334 SE CLATSOR ST	TAYNES BRIDE & SHTANNE	12F29CB07500
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		.0.				8325 SE CORNWELL AVE	DUNN DI-ANN	12E28BB06700
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.:				6708 SE MAY ST	STORRS-TAYLOR KAYLEEN	12E29BC05000
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100,00	\$6,000.00		ឧន				6445 SE ALBERTA AVE	BROWN VERNON EDWARD JR	12E29BB07900
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,685,34	0.2239	0.2239	135 \$151,697 1376 \$169,378	1997-058135	6323 SE IORDAN AVE	KNEZ JOHN S SR	12E29CB05405
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.			2011-029917	8500 SE FLAVEL DR	LAMB JOY L	12E30AA00500
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.			1998-042978	9942 SE BELL AVE	FURLONG DAN EDWARD	12E29CD02700
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100,00	\$6,000.00	\$2,684,14	0,2238			1994-097564	6808 SE DREW AVE	WHISMAN MICHAEL D & CHRIS M	12E29CD02000
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	_	\$6,000.00		? S	8 0.2200	206 \$172,098 3172,098	2005-104288	6323 SE LATIRA AVE	NET SON REPRECATIVAN	12E29CB05800
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		9.9			2011-034239	6490 SE JORDAN AVE	WHITE LORALYN RAE	12E29CB09900
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0:			2008-062197	6490 SE MAY ST	BURDELL SUSAN S	12E29BC02700
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		2:				6506 SE NEEDHAM ST	VOSIKA EARL D & DEANNA L	12E29CC01400
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100.00	\$6,000.00	\$2,621.78	0.2186	5 0.2186	3155,575	2006-079162	9929 SE LINWOOD AVE	DOTY MARIE LEIGH	12E30DD00100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00					2011-022883	NO SILUS	CLACKAMAS COUNTY SERV DIST#1	12E29CB04100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.			2007-027142	6328 SE NEEDHAM ST	NESSON DAVID L	12E29CC02100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	\$2,100.00	\$6,000.00		0.5			2004-055030	9750 SE ECKLER AVE	YARBROUGH MARSHA D	12E29CA03601
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,612.18	0.2178	77 02179	757 \$153 \$77	2002-046900	8910 SE 72ND AVE	ANKARBERG BRUCE	12E29AB02201
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,608.59				2001-091829	5775 SE WESTFORK ST	BALLARD BERNARD L & GAY E	12E30AA06000
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,601.39	0.	-		2012-051782	8720 SE 72ND AVE	ALBRIGHT MICHAEL D & REBECCA R	12E29AB02101
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	22,100,000	\$6,000.00	\$2,565.91	0.2150	5 0.2159 6 0.2159	3203,485 3801 \$126.886	£ 2010-035397	8981 SE 76TH DR	BARR DOUGLAS H & GLORIA J	12E29AC00600
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		. 0				9310 SE 65TH AVE	LEVY MICHAEL & TAMERA	12E29BC03500
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00		0.				8704 SE CLATSOP ST	BAKER RAY R & BARBARA R	12E28BA00500
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	1 \$2,100,00	\$6,000.00	\$2,546.22	0.2123	5 0.2123	7522 \$180,045	E 1991-027522	10101 SE LINWOOD AVE	VERMILLION NORMAN D & SUSAN J	12E30DD01100
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,516.24				2011-025924	6549 SE FERN ST	DOMAN LINDA C	12E29HB05414
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,509.04	. 6			2004-070426	6460 SE LAURA AVE	LUNDGREN NICOLE R	12E29CB07700
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	_	\$6,000.00	\$2,498.25	ខៈ	•			8975 SE 76TH DR	ANDERSON GARY	12E29AC00602
\$1,292.00 \$1,292.00 \$1,292.00 \$1,292.00	22,100.00	\$6,000.00	\$2,493,45	0.2079	7 0.2079	970 S190,627	2010-031970	9874 SE LINWOOD AVE	RAE NANCY	12E29CB06600
\$1,292.00 \$1,292.00 \$1,292.00		\$6,000.00	\$2,493.45	: 8				9866 SE LINWOOD AVE	WORDEN RAYMOND A JR	12E29CB06500
\$1,292.00		\$6,000.00	\$2,483,85	2.5		•	1999-115003	8606 SE GRAY ST	CHASE KASEY ANN	12E28BB04800
	22,100,000	\$6,000.00	\$2,477.86	0.2066	3 0.2066	1930 \$147,843 1171 \$109 113	1999-009930 2011-054171	NO SITHS	JENSEN GENI O 7200 SE LAMPHIER STREET PROPERTY LLC	12E29E (00500
\$1,292,00 \$9,285		\$6,000.00	\$2,477.86	8.	· •		2012-046231	8615 SE GRAY ST	BANK OF AMERICA NA	12E28BB03700
\$1,292.00		\$6,000.00	\$2,474.26	0.2063			2004-118031	6767 SE NEEDHAM ST	BEJAR ALEJANDRO	12E29CB15200
\$10,557.47 \$1,292.00 \$9,265.47 \$10,563.46 \$1,292.00 \$6,273.46	1 \$2,100.00 \$	\$6,000.00	\$2,437.47	0.2049	0.2049	718 \$245.891	2008-076718 2008-076718	6402 SE ALDER PL 2008-076718	MEDVEDEV KONSTANTIN	12E29CB04700
\$1,292.00		\$6,000.00	\$2,445.47				2009-005574	6627 SE HAZEL ST	THE LI MU	12E29BB01602
\$1,292.00		\$6,000.00	\$2,440.68			•	1976-010016	7160 SE DREW AVE	RALSTON SHARON K	12E29CD01600
\$10,503.49 \$1,292.00 \$5,217.49 \$10,521.49 \$1.292.00 \$9.229.49	32,100,00	\$6,000,00	\$2,421.49	0,2019	8 0.2019	171 \$261,848	2007-084171	8755 SE 67TH AVE	PRADO-GARCIA EFRAIN & MARIBEL PRADO	12E29BB08700
\$1,292.00		\$6,000.00	\$2,409.49		_		1998-103760	6520 SE LAURA AVE	WILKINSON NICHOLAS M	12E29CB08100
\$1,292.00 \$9,217		\$6,000.00		0.2009			1993-091387	9724 SE ECKLER AVE	MAJORS CHRIS & NANCY	12E29CA03700
\$10,503.50 \$1,292.00 \$9,211.50	∘ [\$6,000.00	\$2,403.50	0.2004	3 0.2004	927 \$201,393	2000-065927	8731 SE 57TH AVE	GROSHONG TIMOTHY R	12E30AB00700
\$1,292.00	٥	\$6,000.00	\$11,993.50 \$							
Total final Cost Discount Assessment	Laterals Benefit Total	Benefit La	per Acre	General Benefit Area	Total Acreage	EF# Value	DEED REF#	SITE ADDR	or Owner	Tax Lot Number
Assessment		ŧ		<u>.</u>		7017 DI MIN				
Urban										

Exhibit "D" Assessment District 2009-1

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Final (ndividua) Assessment		\$9,561.71	\$9,561.71	17 192 68	12 195 6\$	\$9,561.71	12.195,68	\$9,561.71	\$9,561.71	12,561.71	12.195.63	59,561.71	59,561.71	\$9,561.71	\$9,561.71	59,561.71	17 192 63	\$9,561.71	\$9,561.71	\$9,561.71	59 561 71	17 106 64	\$9,561.71	\$9,561.71	\$9,562.91	59,564.11	59,567.70	\$9.574.90	\$9,583.30	\$9,595.29	\$9,597,69	68,892,92	\$9,598.89	\$9,601.29	\$9,602.03 \$9,616.88	\$9,627.67	\$9,630.07	\$9,633.67	\$9,644.46	\$9,652.86	\$9,662.45	\$9,004.83	\$9,684.04	\$9,698.43	\$9,704.43	\$9,703.63	\$9,724.82	\$9,727.22	\$9,748.81	59,748.81	\$9,770.39	\$9,773.99	\$9,781.19 \$9,781.19	:
Urban Renewal Assessment Fin Discount	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292,00	\$1 292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	21,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00 \$1,292.00	
Total final Cost		\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,855.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853,71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10.853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,853.71	\$10,854.91	\$10,856,11	\$10,864.50	\$10,866.90	\$10,875.30	\$10,887.29	\$10,889,69 \$10,800,80	\$10,890.89	\$10,890.89	\$10,893.29	\$10,908.88	\$10,919.67	\$10,922.07	\$10,925,67	\$10,936.46	\$10,944.86	\$10,954.45	\$10,956.65	\$10,976.04	\$10,990.43	\$10,996.43	\$11,997,553	\$11,016.82	\$11,019.22	\$11,040.81	\$11,040.81	\$11,062.39	\$11,065.99	\$11,073.19	
Service Lateral Benefit	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,106.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,190.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 \$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 \$2,100.00	
# of Service Laterals		_			-				1	-				_	- -			_						-				_	_							-			-				-			- ~	-	_	- -		_			
Basic Unit Benefit	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00 \$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00			\$6,000.00		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000,00	\$6,000.00	26,000.00	\$6,000.00	\$6,000.00	% (%) (%)	26,000.00	\$6,000.00	\$6,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	
General Benefit per Acre	\$11,993.50	\$2,753.71	17.53.73	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,733.71	\$2,753,71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753.71	\$2,753,71	\$2,753.71	\$2,753.71	\$2,754.91	X2,759.11	\$2,764.50	\$2,766.90	\$2,775.30	\$2,787.29	\$2,790.89	\$2,790.89	\$2,790.89	\$2,793.29	\$2,808.88	\$2,819.67	\$2,822.07	\$2,826.87	\$2,836.46	\$2,844.86	\$2,854.45 \$7.856.85	\$2,866.45	\$2,876,04	\$2,890.43	\$2,896.43	\$2,901.23	\$2,916.82	\$2,919.22	\$2,940.81	\$2.957.60	\$2,962.39	\$2,965.99	\$2,973.19 \$2,973.19	
General (Benefit Area	ш	0.2296	0.2296	0.2296	0.22%	0.2296	0.2296	0.2296	0.2296	0.2296	0,2296	0.2296	0,2296	0.2296	0.2296	0.22%	0.2296	0.2296	0.2296	0.2296	0.2296	0,2296	0.2296	0.2296	0.2297	0.2301	0.2305	0.2307	0.2314	0.2324	0.2327	0,2327	0.2327	0.2329	0.2342	0.2351	0.2333	0.2357	0.2365	0.2372	0.2380	0.2390	0.2398	0.2410	0.2415	0.2419	0.2432	0.2434	0.2452	0.2466	0.2470	0.2473	0.2479	
Total Acreage		0.2296	0.22%	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.2296	0.22%	0.2296	0.2296	0.2297	0.6983	0.2305	0,2307	0.2314	0,2324	0,2327	0.2327	0.2327	0.2329	0.2342	0.2351	0.2333	0.2357	0,2365	0.2372	0.2382	0.2390	0.2398	0.2410	0.2416	0.2419	0.2432	0.2434	0.2452	0.2466	0.2470	0.2473	0.2479	
2012 Real Mkt Value		\$123,445	\$130,808	\$244,304	\$185,214	\$125,394	\$187,004	\$214,172	\$151,644	\$172,044	\$53.870	\$17,5218	\$163,884	\$204,474	\$159,334	\$198,434	\$249,804	\$200,680	\$153,284	\$255,874	\$230,294	\$64,132	\$202,184	\$169,714	\$155,389	\$261,877	\$180,294	\$83,124	\$178,374	\$159,084	\$152,995	\$16,061\$	\$192,808	5185,834	\$161,974	\$159,574	\$124.994	\$133,064	\$215,459	\$188,520	\$152,324	\$161,429	\$188,142	\$165,984	\$180,289	\$214,795	\$211,980	\$170,250	\$135,146	\$165,116	\$125,954	\$173,961	\$247,444	
DEED REFA		2004-047497	2000-078280	2001-040655	2004-049921	1996-089710	2012-008543	2012-030284	2008-053972	2007-029887	1996-061345	1996-061345	2008-083051	1999-024419	1997-082040	2009-076975	2005-124464	1997-044447	59510-1661	2007-017467	72008-072877	1985-021901	00061943-08	1971-034494	2008-029588	2004-111097	2008-049220	2011-022883	2004-020713	2006-044183	2004-059212	2009-026050	1997-018932	2008-048078	00062363-02	2010-071881	1988-017423	1997-085009	1993-086372	2001-010743	2000-027274	1986-049600	2005-016340	2004-039207	1995-037364	1967-004413	2012-00706	2007-074428	1986-017636	2004-079661	2009-072916	2006-059716	2008-014998	
STTE ADDR		7104 SE FIR AVE	7100 SE FFRN AVE	6715 SE OVERLAND ST	9831 SE ECKLER AVE	6999 SE SNIDER AVE	6910 SE PIERCE ST	6837 SE PIERCE ST	6825 SE PIERCE ST	0520 SE CAMPHIER ST 0520 SE 67TH AVE	NO SITUS	6506 SE ALDER PL	9521 SE 67TH AVE	6504 SE OVERLAND ST	6470 SE OVERLAND ST	6475 SE ALDER PL	6410 SE ALDER PL	6323 SE NEEDHAM ST	6319 SE JUKDAN AVE	6431 SE JORDAN AVE	6520 SE HALE ST	NO SITUS	9635 SE BELL AVE	6703 SE JORDAN AVE	5795 SE WESTFORK ST	6709 SE MAY ST	8581 SE 67TH AVE	9620 SE LINWOOD AVE	9915 SP ACTH AVE	8336 SE GARDEN LN	8621 SE 67TH AVE	8651 SE 67TH AVE	6631 SE HAZEL ST	6690 SE MAY ST	9914 SE 66TH AVE	7242 SE LAMPHIER ST 6101 SE AT DED DI	6310 SE OVERLAND ST	8603 SE 72ND AVE	8607 SE 58TH DR	8791 SE 55TH AVE 8721 SE 55TH AVE	6202 SE ALDER PL	8644 SE CORNWELL AVE	7125 SE FERN AVE	6501 SF AT BFR TA AVE	9922 SE LINWOOD AVE	6271 SE STEEN CT	6262 SE STEEN CT	6207 SE ALBERTA AVE 6407 SF MAY ST	10121 SE SANDVIEW LN	8770 SE 62ND AVE	6909 SE ALBERTA AVE	6601 SF 10RDAN AVE	6766 SE NEEDHAM ST	
Оwner	The Committee Control of the Control	ELL CHASTOFILER K LESSENDEN SUNNY A & C.S.BOOTH	OVERTURE BRIAN L	SCHULIZ MATT A	COX GERALD W	HAKE DEBORAHL & RICKIE W	DEWOLFE BOBBIE V	YODER CLIFFORD D & DEBRAK B	GOLDSPING CHRISTOPHER	BRANT JAMES A	TAYLOR KAREN	TAYLOR KAREN	FLORES FRANCISCO VEGA	JOHNSON DONALD BITT & METINDA S	WERSHEY KENNETH CHARLES	MAREK EILEEN MARIE	CHADWICK MELONEY C	NELSON PAUL E & CHARA-NELSON SANDY L WALLGOD A DEFEREN N. & DOY CON	COLE JESSICA M & SCOTT H	ARLINT REBECCA W	MOBERG PETER J & LAURA S	BRADLEY DAVID & MARY J	SCHEOTH KENNETH C	SHORT RANDOLPH	WEISENBACH MICHAEL L & IULIA R	CHEN ANNE A	STARKOVICH LEAH A	CLACKAMAS COUNTY SERV DIST #1	CARPENTER JERRY W & SOPHOFIN	JIMENEZ EDGAR	ROGERS KANE A	WHITMAN RITA A	FOLLER KOBEKT JOHN JR & SUSAN TOWERS GINF A	BUNN JUDITH ANN	HICKEY NANCY	BRADLEY DAVID GEORGE WORTHEY GLENN P.& SUSAN A	DIXON JESSE L & CLARA J	ANKARBERG BRUCE	SAMAVOA HITO OFFICE & POST 10	LYONS HEIDI L	LYNCH NANCY N	WONG ROBERT H	MILLER JAMES S & DARLENE K ODPIL! FONARD	BROWN VERNON EDWARD IR	BRACKENBROUGH STEVEN & JILL	WILCOX-ASBURRY SHARRON LFF	IALBUI REBECCAI	ELIS KRISTI A	ROWLEY DONALD G	FEDOSOV OLEG & ELENA CHMYKHALOV	LANGLEY GREGG A ANDERSON JAMES C. & BATT!	TANGERMANN KYLAN D	STARRATT BENI	
Tax Lot Number	12E39B 407000	12E29BA10600	12E29BA15000	12E29BC06600	12E29CA05500	12E29CA05700	12E29CA06800	12E29CA07700	12E29CA08300	12E29CB00800	12E29CB01700	12E29CB01800	12E29CB02400	12E29CB02700	12E29CB02901	12E29CB02903	12E29CB03200	12E29CB10600	12E29CB10700	12E29CB10701	12E29CB11300	12E29CB11900	(2E29CB12100	12E30AA00700	12E30AA06100	12E29BC03900	(2E29BB01100	12E29CB04200	12E29CC00900	12E28BB11500	12E29BB01200	12E29BB01300	12E29CD04200	12E29BC05500	12E29CC00800	12E29CB04600	12E29CB03500	12E29BA07300	12F30AB04000	12E30AB03800	12E29CB05200	12E28BB08100	12E29CA08500	12E29BB08000	12E29CC02400	12E29CC03400	12F29BB07000	12E29BC01800	12E29CD03800	12E29BB06900	12E29CB05404	12E29CB13100	12E29CC00300	

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ACKERSON JEFFERY LAFE & JULIE TEACHMAN DANGELLE ALEXIS MAYER TIMOTHY E & MARY JANE HARTMAN DOROTHY ZOCHERT DEVELOPMENT LLC LAUDERDALE SAMUEL M	COLEMAN LLOYD H CO-TRUSTEE HESTER MARGARET J REEDY RICHARD H PFIRINA GERALD M REYES JUAN MAR'IJNEZ ROGAN DENNIS BRUSCO PALMA	REYES EDSWIN REFES EDSWIN RICHEY DEAN P ROSAS ADAM M LEONCHIK IVAN HOPMAN KEVIN P & DONNA G HOPMAN LEO TRUSTEE RENO KATHLEEN ELLEN & HARLEY J MANN HARLEY J JR & JAMIE E ARNOULD SANDRA R & DALE A ROGERS JOHN L SEAMSTER FALGUNH SELTMAN HILDA H TRUSTEE PUCKETT CHARLES L & DONNA R	WOODRUM MICHAELA A WOODHOUSE JENNIFER L PAGET EDWARD H HOLMAN DONALD P TRUSTEE ADAY ROGER A & ELIZABETH M BARNES HARRY A III BURKE DANIEL M MAYES WILLIAM E & SHIRLEY L MAYES WILLIAM E & SHRLEY L LANE DONALD G TRUSTEE KUYKENDALL KEVIN R & LAUREL KUYKENDALL KEVIN R & LAUREL	WHITE CINDY L MURK LUCAS RONALD BESHARA LEROY & DORA B ALBRIGHT MICHAEL DEAN NORTHWEST INVESTMENT HOLDINGS LLC LEWIS SPEED R THEISEN JANICE E STEAN ERIC H & LOBIL TONER MADELINE A LETT STEPHEN K SMITH DON D BARBER JOSEPH & NICOLE EASTEN EACHON 1 FEE		
6511 SE NEEDHAM ST 2005-121648 10032 SE 70TH AVE 2012-042450 6821 SE BREHAUT ST 2009-086238 7531 SE JOHNSON CREEK BL' 1987-024878 8205 SE GRAY ST 1997-058135 8805 SE FULLER RD 2006-097700	9900 SE 70TH AVE 6614 SE NEEDHAM ST 10003 SE 70TH AVE 8806 SE PLAVEL DR 9820 SE ECYLER AVE 8568 SE 88TH DR 8577 SE FLAVEL DR	6307 SE HAZEL ST 6317 SE HAZEL ST 6317 SE HAZEL ST 9720 SE LINWOOD AVE 10028 SE 767H AVE 10018 SE 72ND AVE 10018 SE 72ND AVE 10227 SE LINWOOD AVE 6308 SE HAZEL ST 9800 SE 667H AVE 6608 SE HEZEDHAM ST 10263 SE LINWOOD AVE 10291 SE LINWOOD AVE	7613 SE CLACKAMAS ST 6600 SE JORDAN AVE 7221 SE BREHAUT ST 8854 SE 88TH DR 8804 SE WESTFORK ST 7800 SE CLACKAMAS ST 7780 SE CLACKAMAS ST 7788 SE CLACKAMAS ST 7788 SE CLACKAMAS ST 7788 SE CLACKAMAS ST 6305 SE HAZEL ST	9911 SE LIAWOOD AVE 9913 SE LAAPTHER ST 8720 SE CLATSOP ST 8680 SE 73VD AVE 8715 SE 527H AVE 9011 SE 74TH AVE 10114 SE 70TH AVE 1014 SE 70TH AVE 1094 SE LIAWOOD AVE 6821 SE LAAWHIER ST 6720 SE VIEEDHAM ST 7673 SE TA AVA	SITE ADDR 8598 SE 557H AVE 8588 SE 557H AVE 8586 SE 557H AVE 6401 SE ALDER PL 8615 SE 587H DR 8210 SE GRAY ST 8640 SE SCH WELL AVE 8620 SE CORNWELL AVE 8630 SE BREHAUT ST 7211 SE BREHAUT ST 6910 SE BREHAUT ST 6910 SE BREHAUT ST 6910 SE BREHAUT ST	
2005-121648 2012-042450 2009-086258 IL: 1987-024878 1997-058135 2006-097700	2012-046138 1978-048233 2002-127106 2007-009714 2004-005228 2009-087567 1996-091511	203-012921 2012-050296 2003-075000 2009-074538 2000-000234 1994-055446 2004-084480 2007-023523 2007-023523 2007-027121 2003-028772 1972-006772	1995-044231 2010-076189 2005-020034 2005-020034 2006-103975 1991-05643 644-660 1991-055491 2004-082721 1996-033398 1996-033398 1996-033398 1996-033398	2005-08883 2005-088183 1997-093619 2007-084553 1997-025942 2011-025695 1986-028339 1990-058239 2011-055076 2003-075649 1990-041749 2010-021061	1991-039955 2009-000735 1992-019837 1990-006462 2003-128138 1984-096648 1997-099798 2001-019996 2005-010774 2006-044019 1993-037158 1993-037158 1993-037158	
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\$3,586.06 \$3,595.65 \$3,598.05 \$3,606.44 \$3,620.84 \$3,631.63	\$3,510.50 \$3,512.90 \$3,514.10 \$3,517.69 \$3,530.89 \$3,532.09 \$3,584.86	\$3,83,37 \$1,381,37 \$3,381,37 \$3,381,37 \$2,411,35 \$2,411,35 \$2,411,35 \$2,472,12 \$2,491,31 \$2,492,71 \$2,493,71 \$2,493,71 \$2,493,71	\$3,28,24 \$3,279,02 \$3,279,02 \$3,04,21 \$3,05,61 \$3,38,20 \$3,38,20 \$3,38,20 \$3,38,20 \$3,38,20 \$3,38,20 \$3,38,20	\$1,023.6 \$1,047.5 \$1,049.5 \$1,089.5 \$1,090.72 \$1,118.1 \$1,118.1 \$1,118.1 \$1,148.29 \$2,178.28 \$2,178.28	Per Acre \$11,993.50 \$2,98.37 \$2,98.37 \$2,98.37 \$2,98.37 \$3,01.57 \$3,01.57 \$3,01.57 \$3,01.57 \$3,01.57 \$3,01.57 \$3,01.58 \$3,02.36 \$3,02.36 \$3,02.36 \$3,02.36 \$3,02.36 \$3,02.36 \$3,02.36 \$3,02.36	General Benefit
\$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00	\$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00	\$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00	\$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00 \$6,000 00	\$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00 \$6,000.00	88888888888888	Racic linit
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\$11,686.06 \$11,695.65 \$11,698.05 \$11,706.44 \$11,720.84 \$11,731.63	\$11,612.50 \$11,612.90 \$11,614.10 \$11,617.69 \$11,630.89 \$11,632.09 \$11,684.86	\$11,483.37 \$11,483.37 \$11,485.35 \$11,513.35 \$11,513.35 \$11,521.34 \$11,521.21 \$11,591.31 \$11,593.71 \$11,593.71	\$11,338,24 \$11,367,03 \$11,379,02 \$11,404,21 \$11,405,41 \$11,428,20 \$11,428,20 \$11,428,20 \$11,428,20 \$11,428,20 \$11,428,20 \$11,428,20	\$11,137.8 36 \$11,137.8 6 \$11,137.8 6 \$11,148.75 \$11,148.75 \$11,149.53 \$11,29.57 \$11,219.51 \$11,219.51 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29 \$11,248.29	Total Giral Cost \$11,098.37 \$11,098.37 \$11,098.37 \$11,104.37 \$11,115.17 \$11,115.17 \$11,115.17 \$11,115.17 \$11,115.17 \$11,12.36 \$11,12.36 \$11,12.36 \$11,128.36 \$11,128.36 \$11,128.36	
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\$10,394,06 \$10,403,65 \$10,406,05 \$10,414,44 \$10,428,84 \$10,438,63	\$10,318.50 \$10,328.090 \$10,322.10 \$10,325.69 \$10,338.89 \$10,340.09 \$10,392.86	\$10,191.37 \$10,191.37 \$10,191.57 \$10,204.56 \$10,221.35 \$10,221.35 \$10,280.12 \$10,280.12 \$10,280.17 \$10,301.71 \$10,301.71 \$10,301.71	\$10,046.24 \$10,075.03 \$10,087.02 \$10,112.21 \$10,114.61 \$10,146.20 \$10,136.20 \$10,136.20 \$10,136.20 \$10,136.20 \$10,136.20 \$10,136.20 \$10,137.40	\$9,836,36 \$9,841,16 \$9,856,75 \$9,897,53 \$9,988,72 \$9,926,31 \$9,926,31 \$9,927,51 \$9,926,68 \$9,926,69 \$9,926,69	Assessment \$9,806.37 \$9,806.37 \$9,806.37 \$9,806.37 \$9,812.37 \$9,812.37 \$9,823.17 \$9,823.17 \$9,823.17 \$9,823.16 \$9,823.56 \$9,823.56 \$9,823.56 \$9,823.56	First Individual

Final Individual	Assessment	\$10,456.42	\$10,470.81	\$10,507.99	\$10,550.78	\$10,608.74	\$10,639.92	\$10,089,10	\$10,737,07	\$10 749.06	\$10,759.86	\$10,773.05	\$10,776.65	\$10,800,64	\$10,857.01	\$10,885.79	\$10,892.99	\$10,937.36	\$10,942.16	\$10,949.35	\$10,956.55	\$10,963.75	\$10,985,34 \$10,087,73	\$11.020.12	\$11,034.51	\$11,102.87	\$11,137,65	\$11,210,81	\$11,222.81	\$11,276.78	\$11,311.56	\$11,379.92	\$11,379.92	\$11,390.72	\$11,661.71	\$11,647.38	\$11,647.38	\$11,691.75	\$11,712.14	\$11,744.52	\$11,758.92	511,763.71	\$11,857.26	\$12,015.58	\$12,017.98	\$12,038.36	\$12,038.36	\$12,169.09	\$12,179.89	\$12,301.02	\$12,304.62	\$12,305.82	\$12,305.82	414,000,04
Urban Renewal Assessment gia Discount	Г≘	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	51,292.00 \$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	51,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292,00	\$1 292 00	\$1,292,00	00.262,13	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1 292 00	\$1,292.00	\$1,292,00	\$1,292.00	29,292,00	\$1 292 00	\$1,292.00	\$1,292.00	J. 47.44.15
Total Carl	<u>_</u>	\$11,748.42	\$11,762.81	\$11,799,99	\$11,900.74	\$11,900.74	\$11,931,92	\$11,981.10	\$12,029.07	\$12,041.06	\$12,051.86	\$12,065.05	\$12,068.65	\$12,092.64	\$12,149.01	\$12,177.79	\$12,184.99	91,222,23. \$12,229.36	\$12,234.16	\$12,241.35	\$12,248.55	\$12,255.75	\$12,277.73	512,312,12	\$12,326.51	\$12,394.87	\$12,429.65	\$12,502,81	\$12,514.81	\$12,568.78	\$12,603.56	\$12,671.92	\$12,671.92	\$12,682.72	\$12,897.40	\$12,939.38	\$12,939,38	\$12,983.75	\$13,004.14	\$13,036.52	\$13,050.92	513 146 86	\$13,149.26	\$13,307.58	\$13,309.98	\$13,330.36	\$13,330.36	\$13,461.09	\$13,471.89	\$13,595.02	\$13,596.62	\$13,597.82	\$13,597.82	40.175,040
# of Service Service Lateral	2	\$2,100.00	\$2,100.00	52,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100 00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00 \$7,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100,00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	52,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	52 100 00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	44.00 m
# of Service I gearal.		_	-						. –		-				_	_		- -		-	ς.			. –	-	<u>.</u> .		• _	,,,,,				-		7 –	_			-	-		~ -	_	~			-	 .			· _			-
Basic Unit Recoff	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000,00 26,000,00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00	26,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	26,000.00	\$6,000,00	26,000,00	\$6,000.00	36,000,00	\$6,000,00	\$6,000.00	\$6,000,00	00 000 95 00 000 00	\$6,000.00	\$6,000.00	\$6,000,00	\$6,000,00	\$6,000.00	\$6,000,00	26,000,00	\$6,000,00	26,000,00	26,000,00	\$6,000,00	\$6,000,00	\$6,000,00	\$6,000,00	26,000,00	\$6,000,00	\$6,000.00	\$6,000,00	20 000 00 26 000 00	\$6,000.00	\$6,000,00	\$6,000.00	44.0
General Benefit	Ē	┨ _{~~}	\$3,662.81	83,699,99	\$3,800.74	\$3,800.74	\$3,831.92	\$3.919.48	\$3,929.07	\$3,941.06	\$3,951.86	\$3,965.05	\$3,968.63	\$3,992.64	\$4,049.01	\$4,077.79	\$4,084.99	\$4 129.36	\$4,134.16	\$4,141.35	\$4,148.55	\$4,155.75	K 179.73	\$4,212.12	\$4,226.51	\$4,294.87	54,529.03	\$4,402.81	\$4,414.81	\$4,468.78	\$4,503.56	\$4,571.92	\$4,571.92	\$4,582.72	\$4,797.40	\$4,839.38	\$4,839.38	14.898.14	\$4,904.14	\$4,936.52	\$4,950.92	\$5.046.86	\$5,049.26	\$5,207.58	\$5,209,98	\$5,230,36	\$5,230.36	\$5,361.09	\$5,371.89	\$5,496.62	\$5,496.62	\$5,497.82	\$5,497.82	*****
General C	L	0.3042	0.3054	0.3083	0,3169	0.3169	0.3195	0.3258	0.3276	0.3286	0.3295	0.3306	0.3319	0.3329	0.3376	0.3400	0.3406	0.3443	0.3447	0.3453	0,3459	0.3465	0.3485	0.3512	0.3524	0.3581	0.3664	0.3671	0.3681	0,3726	0.3812	0.3812	0.3812	0.3821	0.4000	0.4035	0.4035	0.4084	0.4089	0.4116	0.4128	0.4208	0.4210	0.4342	0.4344	0.4361	0.4361	0.4470	0.4479	0.4583	0.4583	0.4584	0.4584	:
Tatal Acres to		0.3042	0.3054	0.3085	0.3169	0.3169	0.3195	0.3683	0.3276	0.3286	0.3295	0.3306	0.3309	0.3329	0.3376	0.3301	0.3406	0.3443	0.3447	0.3453	0.3459	0.3465	0.3485	0.3512	0.3524	0.3581	0.3540	0.3671	0.3681	0.3726	0.3812	0.3812	0.3812	0.3821	0.4986	0.403\$	0.4035	0.4084	0.4089	0.4116	0.4128	0.4208	0.4210	0.4342	0.4344	0.4361	0.4361	0.4470	0,4479	0.4583	0.4583	0.4584	0.4584	! !
2012 Real Mkt Value T		\$244,584	\$191,666	\$238,001	\$235,933	\$202,544	\$97,269	\$49,084	\$181,516	\$135,614	\$318,296	\$170,794	\$263.515	\$147,144	\$66,402	\$155,554	\$179,784	\$189,487	161,197	\$196,597	\$164,708	\$272,700	\$131,336	\$313,939	\$170,168	106 923	2535 947	\$248,196	\$173,487	\$208,927	\$179,476	\$202,516	\$204,296	\$251,246	\$240,697	\$174,879	\$209,559	\$256,989	619861\$	\$149,640	\$186,181	\$218,179	\$69,239	\$229,079	\$304,578	\$167,059	8175,679	\$203,736	\$278,559	\$154,301	\$236,550	\$211,431	\$193,531	
#5 4 M C 4 M C		2001-043438	2011-037976	1991-026777	3L' 2009-082348	482-204	2006-067418	2011-048259	1977-002687	2010-068880	1981-026101	522-777 1006 044333	2010-083938	2004-059706	1993-001008	2008-046141	1999-099350	2001-078973	1992-048676	2007-022325	1995-046517	2011-064816 A1 2010-015405	2006-031648	1992-047707	2001-110004	2009-030830	2012-024885	1998-020218	1988-027818	2006-084659	2003-066668	1988-040306	801011-8661	2005-015973	1999-101813	660-139	2001-103802	2008-029020	2003-090230	1991-013829	2011-012165	2004-061853	1286-000671	078510-1661	BL: 2002-024972	2009-050121	2007-017867	1995-039519	2006-045741	1986-032357	980610-8961	1991-026713	2012-011319 2008-070724	
ADD		9800 SE LINWOOD AVE	6203 SE FERN ST	8538 SE GRAY ST	7415 SE JOHNSON CREEK BL' 2009-082348	6340 SE NEEDHAM ST	9756 SE 66TH AVE	7225 SE LABEL LN	8623 SE 55TH AVE	9940 SE BELL AVE	8610 SE S5TH AVE	AND SE LAMPHIEK ST AND SE LORDAN AVE	9940 SE LINWOOD AVE	6812 SE DREW AVE	NO STTUS	7707 SE CLACKAMAS ST	6911 SE DREW AVE	8608 SE FI, AVEL DR	8621 SP 58TH DR	9949 SE LINWOOD AVE	NS66 SE, 57TH AVE	6755 SE JOHNSON CREEK BL* 2010-054818	6450 SE JORDAN AVE	8460 SE CLATSOP ST	9531 SE LINWOOD AVE	8571 SE FLAVEL DR	8836 SF 58TH DR	6380 SE ALDER PL	8715 SE FULLER RD	8557 SE 58TH DR 7514 SP 1 ITTHER RD	7029 SE LAMPHIER ST	7033 SE LAMPHIER ST	7205 SE LAMPHIER ST	NO STITIS	8971 SE 76TH DR	10035 SE LINWOOD AVE	10037 SE LÍNWOOD AVE	9941 SE LINWOOD AVE	9835 SE LINWOOD AVE	8556 SE 58TH DR	8751 SE 55TH AVE	9595 SE LINWOOD AVE	NO SITUS	9925 SE LINWOOD AVE (991-013870	9731 SETINWOOD AVE	9799 SE LINWOOD AVE	9815 SE LINWOOD AVE	9421 SE LINWOOD AVE	8811 SE FLAVEL DR	8515 SE FLAVEL DR	8511 SE FLAVEL DR	8601 SE FLAVEL DR	8519 SE FLAVEL DR NO STTUS	
Owner		VINCENT TROY L	HOM OKJA TRUSTEE SLOPER PALT M	WATSON JOSEPH A	SAWYER PHILIP B	HAM DONALD M & LILA HIWAI DT IDA M	STELTZ RONALD & LAURA	RAM INVESTMENTS LLC	VENZKE FRED E & BLANORE J	FURLONG DANE	LAUZON VEKNON PAUL & DEBUKA A SHERRI ER I KON A & RTERT C	ADAMTSEV ILYA & MARIYA	WARNER ANNE C	TAYLOR DAVID M & PATRICIA L	FLYNN THOMAS B	FILESEMONDS DAVID 6 FOIL KE ADAM 7	BATEMAN BETTY LOUISE	STEF PAUL W & CHRISTINA L	SHERMAN RICHARD A & JOANN D	NEWCOMB MATTHEW & HEATHER	ELLINGBOE MONTE	WELLS DOLORES ANN TRUSTEE	KURZBEIN MORGAN L	KNAKAL ED JR	WALCZAK VERNON JAMES & AMANDA LYNN	FAVESIC TRENENE J & PAUL M SLUFEK TRAN FLOOR A REVERT V	WISNOWSKI STEVEN P	PIXLEY ROBERT E JR & CONNIE A	DOWLESS MARIAN K	KENNEDY GLENDA F THLER PAIT. B	WEISEL PETER W & SANDRA A AUGUSTIN	CHAPMAN LOREN N	NEFF DAVID R & LINDA M	IVES DONALD V & GLORIA J	BLISS ARTHUR L CO-TRUSTEE	PHELPS KATHLEEN M	HOOFER MARK A & TERRY L WORTHINGTON TORY IAY	BERNTSON GAIL	TANG SOVANN K	TRANSUE ALLAN L	WATT JASON THOMAS	ALBRICH RALPH	FLYNN THOMAS B	UNEILL KICK A & SANDRA K	VENGARICK ANTHONY G	FARRON YOLANDA	ORTEGA KOSE	WILSON JOHN E CARMICHARI STRVENE & MNA M	ZINK MATTHEW R & HEATHER	MAAS MYRON H & CAROLE J	MAAS MYRON H & CAROLE I	SABEL KENNETH J	SCOTI SIEVEN R KAHLER-LARA KARI ANN	
Tax Lot Number		12E29CB05701	12E30AA02300	12E28BB04900	12E29AC00901	12E29CC02000	12E29CB13500	12E29BD00400	12E30AB03500	12E29CD02600	12E29CA02800	12E29CB10900	12E29CC03600	(2E29CD01900	12E29BB05100	12E29CB04900	12E29CA04600	12E30AA01100	12E30AA05100	12E3UDD00600	12E30AR03700	12E29BC01200	12E29CB09800	12E28BB00700	12E30DA00100	12E29CA05100	12E30AA04300	12E29CB04800	12E28BA00900	12E29AB03202	12E29CA01900	12E29CA02000	12E29CA02100	12E29CB02000	12E29AB03603	12E30DD00800	12E29CD02900	12E30DD00200	12E30DA12900	12E3UAA02700	12E30AB04700	12E30DA00400	12E29BB04100	12E30DA13200	12E30DA12500	12E30DA12600	12E30DA12700	12E30AA01300	12E30AA01400	12E30AA01900	12E30AA02000	12E30AA01700	12E30AA03200	

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Exhibit "D"
Assessment District 2009-1

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Final Individual Assessment		\$17,661.71	\$17,936,36	\$17,598,55	\$18,140.72	\$19,109.73	\$19,502.71	\$19,815,74	\$20,000.85	\$20,028,43	\$20,904.75	521,159,01	\$21,016.70	\$21,734.70	\$22,204,84	\$22,399.55	\$23,190,71	\$23,289,06	\$24,798,25	\$25,063,30	\$20,319.96	\$25,948.02	\$29,004.75	525,701,17	\$48,218,72
Urban Renewal Assessment Fra Discount	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1 292 00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292,00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	21,292,00	\$1,292.00	00 762 18	\$1,292.00	\$1 292 00
Total final Cost	لبتا	\$18,953.71	\$19,228.36	\$18,890.55	\$19,432.72	\$20,401 73	\$20,794.71	\$21,107.74	\$21,292.85	\$21,320,43	\$22,196.75	\$22,451.01	\$22,308.70	\$23,026.70	\$23,496.84	\$23,691.55	\$24,482.71	\$24,581.06	\$26,090,25	\$26,355,30	\$21,611.96	\$27,240.02	\$30,296.75	\$26,993,17	\$49,510.72
Service Lateral Benefit	\$2,100.00	54,200.00	\$4,200.00	\$2,100.00	\$0.00	\$2,100.00	\$4,200.00	\$4,200.00	\$2,100,00	\$2,100.00	\$4,200,00	\$4,200.00	\$2,100.00	\$4,200.00	\$4,200.00	\$2,100.00	\$4,200.00	\$4,200.00	\$2,100.00	\$2,100.00	\$2,100.00	\$4,200.00	\$6,300.00	\$8,400.00	\$10,500.00
# of Service Laterals		2	7	-	0	~	2	2	_	_	7	7	_	7	7	-	2	7	_		-	7	ŧ٩	₹7	۶,
Basic Unit	\$6,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$12,000,00	\$12,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$18,000.00	\$6,000.00	\$30,000.00
General Benefit per Acre	\$11,993.50	\$2,753.71	\$3,028.36	\$10,790.55	\$13,432.72	\$12,301.73	\$4,594.71	\$4,907.74	\$13,192.85	\$13,220,43	\$5,996.75	\$6,251.01	\$14,208.70	\$6,826.70	\$7,296.84	\$15,591.55	\$8,282.71	\$8,381.06	\$17,990.25	\$18,255.30	\$13,511.96	\$11,040.02	\$5,996.75	\$12,593.17	\$9,010.72
General (Benefit Area		0.2296	0,2525	1668.0	1.1200	1.0257	0.3831	0.4092	1.1000	1.1023	0.5000	0.5212	1.1847	0.5692	0.6084	1.3000	0.6906	0.6988	1.5000	1.5221	1.1266	0.9205	0.5000	1.0500	0.7513
Total Acreage		0.2296	0,2525	0.8997	1.1200	1.0257	0.3831	0.6505	1,4439	1.1023	0.5000	0.5212	1.1847	0.5692	0.6084	1.4694	9069'0	0.6988	1.9000	1.9824	1.4460	0.9205	0.5000	1.0500	0.7513
2012 Real Mkt Value T		\$156,824	\$205,511	\$222,581	\$178,327	\$80,283	\$200,691	\$116118	\$620,944	\$406,920	\$344,689	\$266,468	\$106,509	\$210,397	\$443,230	\$800,976	\$158,918	\$354,540	\$283,325	\$962,465	\$818,735	\$187,491	\$222,327	\$819,579	\$210,968
DEED REF#		2006-108543	356-203	BL' 576-796	BL' 1993-077001	926050-6661	2008-047992	2009-040973	1992-061645	2010-071882	2002-066512	2010-004055	2009-038602	2007-082872	2011-046353	2005-031089	1989-016456	2011-046353	2005-031089	1999-029246	1993-077005	1997-005673	1995-037958	2010-063860	2008-004055
SITE ADDR		9503 SE 65TH AVE	7116 SE HAZEL ST	5421 SE JOHNSON CREEK BLy 576-796	7400 SE JOHNSON CREEK BL' 1993-077001	S. 7118 SE FERN AVE	9840 SE ECKLER AVE	NO SILUS	8951 SE 76TH DR	8595 SE PULLER RD	6726 SE JORDAN AVE	9730 SE LINWOOD AVE	NO SITUS		8514 SE FLAVEL DR	8850 SE 76TH DR			8860 SE 76TH DR	7235 SE LABEL LN	9180 SE 74TH AVE	8622 SE 57TH AVE	6714 SE JORDAN AVE	9770 SE LINWOOD AVE	7010 SE LAMPFIIER ST
Омпет		KUGIYA AIKO	CORBIN DALE C & I V	DAVIDSON DONNA I.	KIRCHEM WESLEY F	SELL WOOD-BREAKTHROUGH POST #4248 VFW US, 7118 SE FERN AVE	HOLLOWAY PATRICIA	ALDERCREST DEVELOPMENT INC	CULSONS LLC	FLECK MARTIN EDWARD	STOERING NEIL A & MARY L TRUSTEES	JANTZEN MARTHA M TRUSTEE	CITY OF PORTLAND	TAYLOR DAVID M & PATRICIA L	DOWNING TY & HEATHER WILLIAMS-DOWNING	DANKRIS COMPANY	HESTER M JANE	DOWNING TY & HEATHER WILLIAMS-DOWNING	DANKRIS COMPANY	ROSE CITY LABEL CO	KIRCHEM FAMILY LTD PTRNRSHP	HAMBERG GLENN E TRUSTEE	MITCHELL DOUGLAS LEE & KIM ESTELLE	LINWOOD GREEN LLC	ANNAS STEVEN E TRUSTEE
Tax Lot Number		12E29CB02800	12E29BA09100	12E30AB04400	12E29AC01800	12E29BA15300	12E29CA04102	12E30AD08500	12E29AB03602	12E28BA00700	12E29CB14000	12E29CB05500	12E30AB03200	12E29CD01400	12E30AA00900	12E29AB03607	12E29CC00500	12E30AA00800	12E29AB03608	12E29BD00200	12E29AC01500	12E30AA05800	12E29CB13700	12E29CB05700	12E29CA03000

\$1,963,500 \$10,046,471 \$1,197,847 \$8,848,623.61 Total Urban Renewal Credits - \$1,197,847 \$10,046,471,00

206.7 \$2,478,971 \$5,604,000

\$147,627,247

NCRA Sanitary Sewer Project/Assessment District 2009-1

EXHIBIT 3

SUMMARY OF NCRA RESIDENT RESPONSES TO REQUEST FOR FEEDBACK

Feb	oruar	v 3.	201	3

Rob:

In response to your letter:

- 1. We don't have to worry about collapse of tank or pumping the tank.
- We can put things in our yard etc. and not worry about drainfield. We say we have hooked to sewer.
- 3. The roads are great the only things that we don't have is Sheriff's Patrol, sometimes Needham is a speed run from Bell St. to Linwood. Code Control is doing a better job but there several places that need help.
- 4. We would like better help with car sales in yards. Extra cars that are not licensed or insured plus parked in street that need space to pass when meeting traffic both ways.

Thank you for your concern and help
Leland Ray Chambers
6521 SE Needham
Milwaukie OR 97222

(Undated letter)

RE: Sewer Feedback

Although I was not one of those homeowners with a sewage problem I am happy with the benefits.

I appreciated the help of Rob Hungerford and Ron Weigel who came to measure several times to make sure my basement drain connections would work without a pump.

The contractor was quick and efficient (Oregon Underground) and Kathy Rach was a great help working through the grant program.

The newly surfaced road is so much quieter – I really couldn't believe the difference, I live on a busy street. I wish every homeowner could have a street this smooth – no potholes. Now we need better drainage so the runoff water doesn't collect in our garden and driveways.

Joyce Winkelhake 9900 SE Bell AVE Milwaukie OR 97222

February 26, 2013

What the impact of having sewer service available means to you as a home owner?

It eliminated the septic tank and the hassles of having it pumped out and performing maintenance on it. Also, it improves the sale-ability of the house.

What the options were for your home before sewer was available as opposed to what they are now?

There were no other options beside the septic tank.

How the condition of the newly resurfaced roads affects you and your neighborhood?

Safer driving conditions.

Other types of personal or community benefits from the project?

The sewers keep the neighborhood cleaner and there is less odor.

Jeff Waligora 6519 SE Jordan AVE Milwaukie OR 97222

February 26, 2013

Hi Rob.

Please forward this to anyone you wish.

The sewer project was a very positive development for me. My property, Zeida's Mobile Home Court — a small mobile home park with 25 manufactured homes and two stick-builts — had a sewer system which was failing. I bought the park in September 2010 and soon came to realize the existing sewer system (two septic tanks with two cesspools) was in even worse condition than the seller had warned. I was spending a lot of money rooting and repairing the system, and it seemed that a total failure was imminent.

Before purchasing the park, I had researched the county project and had some preliminary ideas of the costs involved, but the county fee structure hadn't been confirmed when I became the park owner. I was very pleased when, over a year later, the fees were set and structured exactly as the preliminary plan suggested. With the inter-agency agreement to cover SDCs, the project was within the realm of financial reality for me. Rob Hungerford and I negotiated a few details to our mutual satisfaction, and he kept me informed throughout the process, which was simple and orderly.

Now, a year after connection, I'm pleased to say that everything is flowing in the right direction. Without the sewer project, and the incentives to connect, I never would have purchased the park. The sewer connection has encouraged me to make further improvements to the property and the neighbors has taken notice. It's not too much of a stretch to say that the sewer project resulted in an immediate upgrade to the neighborhood.

Thank you WES! And thank you Rob for understanding and communicating the needs of a small business owner to make connection accessible.

Ty Downing
6112 SE Cl;atson St
8510 and 8514 SE Flavel DR

March 3, 2013

Dear Rob:

It has been absolutely tremendous to have our new sewers. You've asked for some feedback and I'm happy to provide.

Vivian, myself and our now two and a half year old son had been watching over the past couple years as our neighborhood had seen the major construction project to bring sewer service. We were impressed with the efficiency of the construction team; our son in particular watching every day as the pipe was laid and roads built. As I watch with my son, I was comforted to think that soon there would be no more toxic sludge being dumped into our groundwater from hundreds of backyard septic tanks when we started connecting to sewer instead. Also, I could almost feel the value of the neighborhood houses increase as the new sewers and roads ran past each house. When we walk with our son on the roads now, there are no more huge 2 foot potholes for him to fall and for that matter, for our cars to constantly loose alignment on. We were immediately thankful for the value the project added to our neighborhood.

Given our family's current finances, when the sewers went in, we did not think we would be connecting to the sewer ourselves for the immediate future. Yet, when a hole appeared in the lid of our septic tank, requiring urgent attention, our situation abruptly changed. We would have to connect up to the sewer immediately. And so, we came looking to Clackamas County Community Development Office and Water Environment Services for a Sewer Hookup Grant. We were so relieved to find we would qualify for this program as we simply would not have been able to afford the hookup by ourselves and did not have any other options. The friendly and helpful people running the program got us connected with contractors to make the bids, clearly counseled us on the process and outlined decisions we would need to make, and protected the integrity of the sewer connect to our house by maintaining oversight of the plans. Frankly, it was an additional service we received by going through this government grant, where we would have been on our own had we privately paid for the hookup. So in our opinion, the sewer project in our neighborhood and in our house was an amazing success and very welcomed.

Sincerely.

Lucas Belch 6509 SE Hazel ST Portland OR 97206

March 7, 2013

Hi Rob.

Impact of sewer service - I can now use a toilet cleaner that cleans constantly. And I can use bleach to clean toilet.

What options now- We are able to have a garbage disposal as soon as we can afford it. Condition of resurfaced roads - they look great.

Nancy Hickey 9914 SE 66th Ave Milwaukie, OR 97222

99 4400

Kennedy

AGREEMENTS/CONTRACTS

		FILED	
New Agreement/Contract		DEC 7 199	9
Amendment/Change Orde	er Original Number: 90-1141	Clackamas County (Cler
ORIGINATING COUNTY DEPARTMENT:	WATER ENVIRONMENT SERVICE	<u>s</u>	
PURCHASING FOR:	CLACKAMAS COUNTY SERVICE D	DISTRICT NO. 1	
OTHER PARTY TO CONTRACT/AGREEMENT:	City of Portland		
BOARD AGENDA ITEM DATE/NUMBER:	II-4 12/2/99		
PURPOSE OF CONTRACT/AGREEMENT:	First Amendment to City of Portlan Clackamas County Service District Wholesale Sewer Service Agreeme	NO. 1	

FIRST AMENDMENT

to

CITY OF PORTLAND AND CLACKAMAS COUNTY SERVICE DISTRICT #1 WHOLESALE SEWER SERVICE AGREEMENT

RECITAL

Whereas on or about November 7, 1990, the City of Portland (Portland) and Clackamas County Service District #1 (District) entered into a Wholesale Sewer Service Agreement, by reference incorporated herein, for the purpose of providing for recovery of Portland's cost of constructing, maintaining, and operating facilities for the transportation and treatment of sewage discharged from property within the District.

Whereas the parties agree that the boundary of the intended service area identified as Exhibit A in Section I of the Wholesale Sewer Service Agreement should be amended to include other areas of District as set forth in Exhibit A, attached hereto and incorporated by reference, and being fully advised, the Parties agree:

<u>SECTION 1</u>. The original wholesale sewer service agreement is amended to be described as the area of Clackamas County west of 172nd Avenue which generally slopes north toward the City of Portland and can enter Portland's sanitary sewer system by gravity.

<u>SECTION 2</u>. Except as provided herein, all other provisions of the Wholesale Sewer Service Agreement shall remain in full force and effect.

CITY OF PORTLAND 22nd Day of October Dated this Approved: APPROVED AS TO FORM By: Dan Saltzman. Commissioner of Public Affairs CITY ATTORNEY Gary Blackmer CLACKAMAS COUNTY SERVICE DISTRICT Dated this Approved: By: Attorney for the District Bill Kennemer, Chair By: Millicent Morrison.

Recording Secretary

173741

ORDINANCE No.

Amend Wholesale Sewer Service Agreement with Clackamas County Service District #1 to include additional service areas annexed into the District. (Ordinance; amend Contract No. 26663)

The City of Portland ordains:

Section 1. The Council finds:

- 1. On or about November 7, 1990, the City of Portland and Clackamas County Service District #1 entered into a wholesale sewer service agreement for the transportation and treatment of sewage discharged from property within the portion of the District that lies within the tributary drainage area of the City's sanitary system. At that time, the area within the agreement extended to the easterly edge of Interstate 205.
- 2. Since the date of the agreement, the District has expanded to include the City of Happy Valley. As such, the agreement needs to be amended to describe the service area as the area of Clackamas County west of SW 172nd Avenue that generally slopes north to Portland and can enter Portland's sanitary system by gravity.
- 3. The District is in the process of creating a Local Improvement District to construct sewers in Happy Valley, and will begin sending approximately 140 Equivalent Dwelling Units (EDUs) of flow to Portland upon its completion. Upon completion of this LID in about two years, the City will receive additional contract revenues of approximately \$7,000 per year.
- The District has previously purchased 2000 EDUs capacity in Portland's system, in anticipation of future growth, well in excess of current District use (560 EDUs), plus the Happy Valley area (140 EDUs), and future sewer extensions by the District in other areas within the new boundaries (approximately 360 EDUs). The Bureau of Environmental Services has determined that the City's sanitary system in the area has adequate capacity for this flow, and agrees to the extension of the agreement's boundaries.

NOW, THEREFORE, the council directs:

a. The Commissioner of Public Affairs and Auditor are authorized to execute an amendment with Clackamas County Service District #1 for the purpose described in Section 1.

Passed by the Council SEP 0 8 1999 Commissioner Dan Saltzman

Gary Blackmer

Auditor of the City of Portland

Butta Olson

By

Duane C. Peterson July 26, 1999

Deputy

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DEPT. OF UTILITIES

CITY OF PORTLAND AND CLACKAMAS COUNTY SERVICE DISTRICT #1
WHOLESALE SEWER SERVICE AGREEMENT

This Agreement is entered into pursuant to ORS 190.010 and ORS 454.165 between the City of Portland, hereinafter called Portland, and Clackamas County Service District #1, hereinafter called the District, both municipal corporations of the State of Oregon, under the authority of the charters and laws applicable to Portland and the District, for the purposes set forth below.

I. PURPOSE AND INTENT OF AGREEMENT

- A. To provide for transportation and treatment of sewage discharged from property within the portion of the District that lies within the design service area of Portland's Columbia Boulevard Sewage Treatment Plant as shown in Exhibit A.
- B. To provide for Portland to recover costs of providing facilities and services for the transportation and treatment of sewage from the District.
- C. To provide for compliance with existing and future federal, state, and local requirements which are applicable to and binding on Portland and the District.

II. DEFINITIONS

A. Director

For Portland, the Director of the Bureau of Environmental Services or designee. For the District, its director or designee.

B. Code

The Code of the City of Portland, as amended from time to time. The original is on file with the Auditor's Office of the City of Portland.

C. Equivalent Dwelling Unit (EDU)

The monthly wastewater discharge of a typical single family dwelling, including associated infiltration, which has been established to be 1000 cubic feet. For purposes of determining costs of sewage transportation capacity, 2000 EDUs shall be the equivalent of 3.2 cubic feet per second of flow. For purposes of determining costs of sewage treatment capacity, one EDU is 1000 cubic feet of

influent to the treatment plant per month. For purposes of determining allowable numbers of connections under terms of this agreement, EDU equivalencies shown in the Code shall be used.

III. PURCHASE OF SEWAGE TRANSPORTATION AND TREATMENT CAPACITY

Portland agrees to sell and the District agrees to purchase 2000 equivalent dwelling units (EDUs) of sewage transportation and treatment capacity. For purposes of this agreement, purchase of sewage transportation and treatment capacity means that the District is entitled to connect 2000 EDU's to the portion of Portland's sewage transportation and treatment system designed to serve properties within the District's service area as shown in Exhibit A, subject to the following conditions:

- The sale of 2000 equivalent dwelling units of sewage transportation and treatment capacity shall not include the transfer of ownership of sewage transportation and treatment facilities to the District. Accordingly, Portland may, at its discretion, modify, improve or remove from service sewage transportation and treatment systems used to transport and treat wastewater discharged However, Portland may not from the District. of intentionally disrupt the provision transportation and treatment services to the District without prior approval of the district.
- 2. Portland and the District agree that sewage transportation and treatment capacities being purchased by the District under terms of this Agreement are based on capacities and conditions of sewer system facilities and federal and state laws and regulations in existence and operating at the time this agreement is entered into, and that capital maintenance and improvements will be necessary from time to time to maintain the level of sewage transportation and treatment capacities being purchased under terms of this Agreement and to ensure continuing compliance with federal and state laws and regulations.

IV. LIMITATIONS ON DISCHARGE

The District shall adopt and enforce through vigorous inspection, sewer construction standards that minimize the amount of infiltration and inflow entering the District's sewer system.

The District shall enact, maintain and enforce ordinances and regulations prohibiting direct or indirect connections of roof drains, footing drains and all other stormwater and groundwater connections to any portion of the District's sewer system served under terms of this Agreement.

The District shall not allow sanitary sewage or infiltration and inflow to the sewer system that will cause the Columbia Boulevard Sewage Treatment Plant (CBSTP) to exceed the limitations of its National Pollution Discharge Elimination System (NPDES) permit, or otherwise be detrimental to efficient operation or the economical disposal of sewage sludge, or adversely affect operations or the product of the sewage sludge composter, or cause the treatment plant to be inoperable.

The District shall not allow sewage to be discharged to Portland's sewer system from properties located outside the area of the sewer system served under terms of this Agreement as shown in Exhibit A without specific written permission of the Director of Portland's Bureau of Environmental Services.

V. PROTECTION OF SYSTEM AND ENVIRONMENT

Pursuant to ORS 454.020, it is recognized and agreed that during the term of this Agreement, the parties hereto are subject to and bound by changes and additional requirements of governmental agencies having jurisdiction over the subject matter of this Agreement, including Portland's National Pollution Discharge Elimination System (NPDES) permit, affecting the terms herein. Portland, as operator of the Columbia Boulevard Sewage Treatment Plant (CBSTP) and holder of the NPDES permit, is required by the Department of Environmental Quality (DEQ) and the United States Environmental Protection Agency (EPA), to provide for an industrial waste pretreatment program. In compliance thereto, the Industrial Waste Code (Chapter 17.34 of the Code, incorporated herein by this reference), has been adopted, and is intended to protect the environment and the operations of Portland's sewer Portland's program has been approved as meeting the requirements of federal Clean Water Act and the General Pretreatment Regulations for Existing and New Sources (40 CFR 403).

- A. The District shall insure that industrial sewage discharges from industries under its jurisdiction comply with Portland's Industrial Waste Code, and all Federal and State requirements for industrial discharges into the CBSTP. Therefore, the District shall:
 - Adopt rules and regulations consistent with Portland's Industrial Waste Code, Chapter 17.34 of the Code, and as may be amended from time to time.
 - 2. Survey all industries connected to the portion of its system that is connected to Portland's sewer system as provided for in this Agreement, to determine if any fall within the federal definition of Industrial User subject to Pretreatment Regulations, or that would be required to obtain an Industrial Waste

Discharge Permit as specified in Section 17.34.070(a) of the Code.

- 3. Notify and require those industries identified above to submit a report to the District, giving the information specified in Section 17.34.060 of the Code within 90 days of notice of such requirement. The District shall forward a copy of all such reports to the Director of the Bureau of Environmental Services.
- 4. Require pretreatment by industries indentified as having discharges exceeding the permissable limits as specified in Chapter 17.34 of the Code.
- B. If the District has not completed the survey required under V.A.2, above, within 180 days after the signing of this Agreement, or at the request of the District, Portland shall conduct the survey within the portion of the District's service area that is provided sewage transportation and treatment services under terms of this Agreement, and shall advise the District of any industries identified as being within a category subject to pretreatment or that may require an Industrial Waste Discharge Permit.
- C. The District shall not allow sewer connection to any industry required to have an Industrial Waste Discharge Permit as specified in Section 17.34.070 of the Code, without specific authorization by the Director of the Bureau of Environmental Services.
- the District fails to diligently enforce D. Pretreatment Regulations with or without notification to Portland of an industry in non-compliance with these Regulations, the District agrees to defend and hold harmless Portland against each and all claims, fines, and penalties caused by such non-compliance. If the District allows connection from an industry needing an industrial waste discharge permit without requiring the permit to be obtained, or fails to prevent an industrial user subject to the permit requirements of Section 17.34.070 of the Code from commencing or continuing to dishcarge to its system in violation of such section, the District shall be liable for any damages to Portland's sewer system caused by discharges from that industry, and any additional treatment and disposal costs incurred because of that discharge.
- E. Inasmuch as Portland is ultimately responsible for operation of the CBSTP and must comply with the terms of its NPDES permit and state and federal regulations, after

informing the District of its intent and in conjunction with the District, Portland shall have the right to contact industries connected to and/or discharging to the portion of the District's sewer system connected to Portland's sewer system under terms of this Agreement, to determine (by questioning, internal inspection, and/or sampling) if they are subject to, and are complying with the Pretreatment Regulations.

- F. The District shall pay Portland for the direct and indirect costs of any surveying or investigating of industries connected to the District's sewer system.
- G. In the event the District does not carry out full enforcement of the intent of federal pretreatment regulations at 40 CFR 403.8, Portland may act on behalf of the District. Portland shall notify the District in writing of any and all enforcement actions to be taken. If an enforcement action is agreed upon between Portland and the District, then Portland will be acting on behalf of the District. If an enforcement action proposed by Portland is not acceptable to the District, then Portland may take such action on its own. The intent of this paragraph is to authorize Portland to take enforcement action directly against offending dischargers located within the district, pursuant to 40 CFR 403.8 (f)(1)(vi).

VI. CHARGES FOR TRANSPORTATION AND TREATMENT OF SEWAGE

Charges to the District for sewage transportation and treatment services shall be based on 1) purchase of 2000 EDUs of sewage transportation and treatment capacity, and 2) annual operation, maintenance, repair and replacement costs. For purposes of this agreement, annual operation, maintenance, repair and replacement costs include capital improvement costs, including financing costs, necessary to maintain the availability of 2000 EDUs of sewage transportation and treatment capacity to the District and costs necessary to maintain compliance with all existing and future state and federal laws and regulations.

1. Purchase of sewage transportation and treatment capacity.

The purchase price of sewage transportation and treatment capacity shall equal the present value of the stream of payments for depreciation expense and return on investment over the life of each facility serving the district, discounted by the discount rate.

The purchase price is \$385,078. The City shall offer financing to CCSD for amortizing the purchase price over 10 years at an interest rate of 7.5 percent.

2. Costs of annual operation, maintenance, repair and replacement of sewage transportation and treatment services.

Costs of annual operation, maintenance, repair and replacement of sewage transportation and treatment services shall be based upon the following formulas:

Costs of annual operation and maintenance for CBSTP and the Sullivan Pump Station shall include all annual direct expenses and indirect expenses paid by the Bureau of Environmental Services. Total annual direct and indirect expenses shall be multiplied by the percentage of use by CCSD. The percentage of use of the CBSTP by CCSD shall be determined by multiplying the number of actual EDUs connected to the sewer system by 1000 cubic feet of flow per month and dividing by measured flows of the CBSTP, as determined by The percentage of use of the Sullivan Pump Station by CCSD shall be determined by multiplying the number of actual EDUs connected to the sewer system by 1000 cubic feet of flow per month and dividing by the measured flows of the Sullivan Pump Station, as determined by Portland. Billings shall be quarterly and shall be budgeted expenditures. Adjustments for expenditures shall be made in the first quarter of the fiscal year following the year in which four quarterly billings occurred.

Annual operation and maintenance costs for use of the interceptor and trunk sewers shall be determined by multiplying the original cost of each facility by the end of Fiscal Year ENR construction cost index, divided by the ENR construction cost index for the year of completion of the facility, and further multiplied by CCSD's percentage of ultimate usage of the facility, based upon 2000 EDU's to determine current replacement value, and then multiplying the product of this formula by the millage rate. The millage rate shall be one-tenth of one percent. Billings shall be quarterly.

Capital costs of repair and replacement to facilities in the sewage treatment and transportation system serving the district shall include costs, including financing costs, for capital improvements financed by the City, multiplied by the percentage of use by CCSD which will based on 2000 EDUs. Capital costs of repair and replacement shall not include costs of improvements made for the sole purpose of expanding sewage transportation system capacity, but may include a portion of costs of expanding sewer system capacity to the extent proposed improvements also serve maintenance of existing capacity as determined by Portland. Capital costs of repair and replacement shall be billed annually, in the first quarter of the fiscal year following the year in which the capital expenses and debt service was paid.

VII. CONNECTION TO AND USE OF FACILITIES

To avoid duplication of sewer construction, and upon approval by its administrator, both parties to this agreement shall allow the

other to connect to and use its sewer system to convey sewage to Portland's sewage transportation and treatment system. However, the district shall not allow connections from properties within the district which discharge sewage to Portland's sewage transportation and treatment system to exceed 2000 EDUs, as provided for within this Agreement.

The party in whose jurisdiction the property is located shall require a sewer connection permit and shall collect all connection charges and/or assessments according to its laws and regulations as if the sewer were under its full jurisdiction. The party owning the sewer shall not require payment of connection charges by the property owner.

If a direct connection is to be made to the City's Lents Trunk or Johnson Creek Interceptor, Portland shall make the tap in the sewer. Before the City crew may tap the sewer, the property owner shall obtain a sewer connection permit from the City and pay the tap fee required. Also, the City shall require the property owner to provide a trench or hole with adequate shoring to allow safe access to the sewer.

Connection of commercial or industrial properties directly or indirectly to the City's sewer system shall be allowed only after review by the City's Director. If an Industrial Waste Discharge Permit is required as determined by the City, no connection can be made until all requirements of the City's Industrial Waste Program are met and the permit has been issued by the District.

Properties which lie within the City's or the District's boundaries may require collection facilities, and because of topography or economy of scale or other reasons, construction of collection facilities may be most feasible in whole or in part within the boundaries of the other party. Therefore, the District and the City shall cooperate in all matters relating to the provision of such collection facilities. Connection to and use of either party's collection system shall be in accordance with the provisions of this Agreement.

To facilitate calculation of the quantity of sewage from CCSD to Portland, CCSD shall keep records of the number, address, and equivalent dwelling units that have made connection to any system served by Portland. CCSD will forward such information quarterly to Portland, and mail such information within 15 days after completion of each quarter. In addition, for purposes of billing, connections served by Portland's suystem completed anytime during a given month will be considered to have been connected for the full month.

VIII. TERM OF AGREEMENT

The term of this agreement shall be for a period of five (5) years with automatic renewal for additional five (5) year periods unless

either party gives written notice to the other party not less than 180 days prior to the expiration of the term or any renewal term.

Notwithstanding termination of this Agreement, the payment obligation under Article VI, Section 1 shall continue according to the amortization schedule shown in Exhibit B. During any renewal term, the provisions of this Agreement shall be in effect unless the parties agree to modification.

IX. SEVERABILITY

In the event any of the provisions of this Agreement shall be held to be impossible, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto.

X. WAIVER

One or more waivers by either party of any provision, condition, or covenant shall not be construed by the other party as a waiver or subsequent breach of the same by the other party.

XI. INTERPRETATION

This Agreement was drafted as a joint effort of Portland and the District. It therefore shall not be construed against any party preparing it, but shall be construed as if both parties had prepared it.

XII. INDEMNIFICATION

A. Indemnification by City

To the maximum extent permitted by law, Portland shall hold harmless the District, its officers and employees and shall indemnify the District, its officers and employees for any claims or damages to property or injury to persons or for any penalties or fines which may be occasioned in whole or in part by the City's failure to fully perform the obligations undertaken by the City in this Agreement.

B. Indemnification by District

To the maximum extent permitted by law, the District shall hold harmless the City, its officers and employees and shall indemnify the City, its officers and employees, for any claims or damages to property or injury to persons or for any penalties or fines which may be occasioned, in whole or in part, by the District's failure to fully perform the obligations undertaken by the District in this Agreement.

Approved as to form:

APPROVED AS TO FORM

City Attorney ATTORNEY

CLACKAMAS COUNTY SERVICE DISTRICT #1

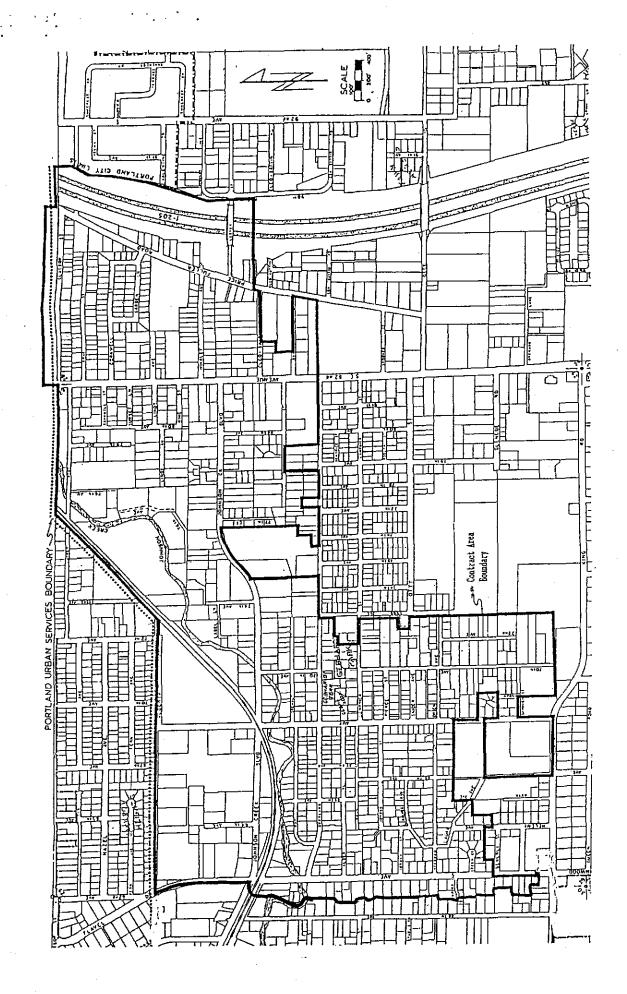
By: Auditor

By: Alle Hammes & A

By: Alle Hammes & A

BOARD ORDER 90-1141

BOARD DATED 11/8/90



AMORTIZATION SCHEDULE

Principal (\$) \$385,078 Interest (%) 7.50% Term (Yrs) 10

Payment: \$52,186.46 (Begining of yr annuity)

Payme	ent	Due	× .	Payment	Interest	Principle	Balance -
			•				\$385,078.00
Sept 3	30,	1990		\$52,186.46	\$0.00	\$52,186.46	\$332,891.54
Sept 3	30,	1991		\$52,186.46	\$24,966.87	\$27,219.59	\$305,671.95
Sept 3	30,	1992		\$52,186.46	\$22,925.40	\$29,261.06	\$276,410.88
Sept 3	30,	1993		\$52,186.46	\$20,730.82	\$31,455.64	\$244,955.24
Sept 3	30,	1994		\$52,186.46	\$18,371.64	\$33,814.82	\$211,140.42
Sept 3	0,	1995		\$52,186.46	\$15,835.53	\$36,350.93	\$174,789.49
Sept 3	Ю,	1996		\$52,186.46	\$13,109.21	\$39,077.25	\$135.712.24
Sept 3	0,	1997		\$52,186.46	\$10,178.42	\$42,008.04	\$93,704.20
Sept 3	Ю,	1998		\$52,186.46	\$7,027.82	\$45,158.64	\$48,545.56
Sept 3	0,	1999		\$52,186.47	\$3,640.92	\$48,545.55	\$0.00

ORDINANCE No. 163546

*Authorize wholesale sewer service agreement between City of Portland and Clackamas County Service District No. 1. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

- 1. Portions of Portland's sewer system design area extend beyond the City's urban service area and into Clackamas County Service District No. 1 sewer service area.
- Clackamas County Service District No. 1 has requested to enter into a wholesale sewer service agreement with Portland, to gain access to Portland's sewage transportation and treatment system, to serve the area of the District lying within the design service area of Portland's sewer system.
- 3. Portland's sewer system has adequate capacity to allow Clackamas County Service District No. 1 to connect to the City's sewage transportation and treatment system.
- 4. The wholesale sewer service agreement between Portland and Clackamas County Service District No. 1 has been successfully negotiated between City and District staff, has been coordinated with the City's annexation office, and is consistent with the City's urban services policy.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the Auditor are authorized to enter into the wholesale sewer service agreement between the City of Portland and Clackamas County Service District No. 1, attached as Exhibit A.
- Section 2. The Council declares that an emergency exists because Clackamas County Service District No. 1 desires to have access to Portland's sewage transporation and treatment system as soon as possible; therefore this Ordinance shall be in force and effect from and after its passage by the Council.

 Passed by the Council, OCT 17 1990

Commissioner Earl Blumenauer David Gooley:sjr October 9, 1990 14570007/441000

BARBARA CLARK

Auditor of the City of Portland

Britta Olson Deputy

Exhibit 5

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

Between

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and THE CITY OF MILWAUKIE, OREGON

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 2 day of _______, 2011, by and between the Clackamas County Service District Number 1, a county service district ("CCSD No. 1") and the City of Milwaukie, a political subdivision of the State of Oregon ("City") regarding construction costs and future ownership and maintenance of two (2) sanitary sewer lines that are elements of the NE sewer extension project. Collectively referred to as (the "Projects"). City and CCSD No. 1 previously entered into an intergovernmental agreement concerning the same issues on or about July 20, 2010 ("Original Agreement"). City and CCSD No. 1 intend to amend, restate and entirely supersede the Original Agreement with this Agreement.

RECITALS

WHEREAS, City is a general purpose government organized pursuant to the laws of this state; and

WHEREAS, CCSD No. 1 is a limited purpose county service district organized pursuant to ORS Chapter 451 to provide sewage treatment, collection, and storm water services; and

WHEREAS, pursuant to ORS Chapter 451 the Board of County Commissioners ("BCC") is the governing body of CCSD No. 1; and

WHEREAS, CCSD No. 1 and the City have each designed a sewer system in their designated service areas within the North Clackamas Revitalization Area, a county urban renewal district ("NCRA"); and

WHEREAS, the parties' sewer systems have been designed by the same engineering services consultant through separate agreements, and construction services were bid separately; and

WHEREAS, the parties' respective designs have made use of two shared lines to minimize total construction costs in the interests of customers of both utilities; and

WHEREAS, CCSD No. 1's design assumes the use of a 12-inch sanitary sewer trunk line designed to collect sanitary flows southerly and easterly of SE Linwood and Johnson Creek Blvd and to carry District flow in a westerly direction approximately 1,600 feet to its connection with the City of Portland's Lents Trunk as shown in the attached and incorporated Exhibit A; hereinafter referred to as the "Johnson Creek Trunk Line"; and

WHEREAS, the City has designed a sanitary sewer collection system that utilizes the Johnson Creek Trunk Line to collect and convey flows from City customers along this same general alignment to a connection with the City of Portland's Lents Trunk as shown on the attached and incorporated Exhibit A; and

WHEREAS, the City has designed and constructed the Johnson Creek Trunk Line as contemplated in the original Agreement within public rights-of-way and two related easements; and

WHEREAS, an 8-inch main approximately 1,700 feet in length in SE Westfork Avenue between SE 58th Avenue and the connection to the City of Portland's Lents Trunk in Johnson Creek Blvd., hereinafter referred to as the "Westfork Avenue Sewer Main," has been designed and constructed by CCSD #1 to serve both CCSD No. 1 and City customers as shown in the attached and incorporated Exhibit A;

WHEREAS, each Party has a separate wholesale sewer service Agreement with the City of Portland for the purpose of providing recovery of Portland's cost of constructing, maintaining and operating facilities for the transportation and treatment of sewage discharged from properties within CCSD No. 1 and the City; and

WHEREAS, both parties derive value from the existence of these lines; and

WHEREAS, each party's share of joint costs will be allocated to the benefited properties when the projects are completed, by CCSD No. 1 through the formation of an Assessment District and by the City through formation of a Reimbursement District, respectively; and

WHEREAS, the City's Urban Growth Management Agreement calls for the City to be the lead provider of urban services within Dual Interest Area "A", Exhibit B, which includes all of the properties on the south side of Westfork Ave and those properties immediately to the south of the Johnson Creek Trunk Line; and

WHEREAS, CCSD No. 1 desires to maintain both lines due to the proportionately larger CCSD No. 1 flows that will pass through these lines; and

WHEREAS, the City is willing to transfer ownership of the two lines and related easements to CCSD No. 1 in return for a binding commitment that allows the City unimpeded access, at no additional cost, to the use of these same lines for their useful life and agreement that CCSD No. 1 shall maintain the lines; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to ORS 190.030, and being fully advised;

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/////

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Joint Construction.

- Creek Trunk Line westerly from SE Linwood Avenue to the Lents Trunk connection and has invoiced and received full payment, or will receive full payment, from CCSD No. 1 for its proportionate share of the cost of construction, including pipe and all related appurtenances, utility relocations, and surface restoration and easements. The cost allocation for the Johnson Creek Trunk Line is attached and incorporated herein Exhibit C. The City has provided CCSD No. 1 with copies of as-built drawings for the Johnson Creek Trunk Line and CCSD No. 1 has inspected and accepted the as-built Johnson Creek Trunk Line. Pursuant to the terms of the Original Agreement, the City hereby transfers ownership of the Johnson Creek Trunk Line via the Bill of Sale provided to CCSD No. 1 in substantially the same form as that attached and incorporated herein as Exhibit D and hereby assigns to CCSD No. 1 its interest in the related easements upon recording the Assignments of Easement in Clackamas County in substantially the same form as that attached and incorporated herein as Exhibit E.
- 1.2 Westfork Avenue Sewer Main. CCSD No. 1 designed and constructed the 8-inch main and service laterals of the Westfork Avenue Sewer Main and has invoiced and received full payment from the City, or will receive full payment, for its proportionate share of the cost of construction, including the pipe and all related appurtenances, surface restoration, and the cost of providing one service lateral to each property to be eventually served by the City. The cost allocation for the Westfork Avenue Sewer Main is attached and incorporated herein as Exhibit F. The sewer main shall be owned, operated and maintained by CCSD No. 1 and CCSD No. 1 has provided the City with copies of as-built service connection drawings for the common section of sewer main.
- 1.3 Rights of Use. City customers shall have the right to connect to both the Johnson Creek Trunk Line and Westfork Avenue Sewer Main (collectively, the "Lines") constructed under this Agreement without any special financial obligation to CCSD No. 1 due to CCSD No. 1's ownership of the Lines. City and CCSD No. 1 shall each have the right to transmit flows collected elsewhere through the Lines without making compensation to the other Party. City's right to use the Lines as described herein is in consideration for the Assignments of Easement attached hereto and recorded in Clackamas County. CCSD No. 1 shall not act as the provider of retail sewer services within Dual Interest Area "A" without prior written permission of City. CCSD No. 1 shall require any customers within Dual Interest Area "A" to connect as City customers. These rights of use shall run with the life of the Lines.
- 1.4 Future Reconstruction. The City and CCSD No. 1 shall meet and negotiate in good faith to establish a fair and reasonable basis to apportion costs for any future replacement of the Lines. Upgrades required due to regulatory requirements shall be treated in the same manner as future replacement costs. Upgrades necessary due to the need for increased capacity in either line shall be the responsibility of the party causing greater demand on the lines beyond that estimated by the construction plans. Before a future capital investment is made to either line for

which a party may seek cost sharing, unless an emergency situation exists, the parties shall meet to discuss and reach agreement on the need, general approach, cost, and cost-share basis prior to capital investments in either line.

- Section 2. Term. The obligations and rights of the parties enumerated in this Agreement shall have a term equal to the functional life of the Lines.
- Section 3. No Termination of Service. CCSD No. 1 shall not terminate or impede the City's use of the Lines to convey the City's flow to Portland's Lents Trunk, including the use of any future reconstruction as contemplated in Section 1.4 unless agreed to by both parties to this Agreement.
- Section 4. Amendment. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by the governing bodies of the parties, and attached hereto.
- **Section 5.** Severability. In the event any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto.
- Section 6. Notice. Any notice herein required or permitted to be given shall be in writing and shall be effective when actually received if given by hand delivery or three (3) days after mailing, if sent by the United States mail, First Class, postage pre-paid, addressed to the parties as follows:

If to City:

City of Milwaukie ATTENTION: Engineering Director 6101 SE Johnson Creek Blvd Milwaukie, OR 97206

If to CCSD No. 1

Clackamas County Service District No. 1 c/o Water Environment Services ATTENTION: Kathy Frasier 150 Beavercreek Road, 4th Floor Oregon City, OR 97045

Changes to the above shall be by notice to the other in the manner provided in this paragraph.

Section 7. Dispute Resolution. The parties shall first attempt to resolve the dispute by negotiation between the City Manager for the City and the Director of the CCSD No. 1 followed

by submission of the dispute to binding arbitration pursuant to the rules of the American Arbitration Association.

- **Section 8. Nonwaiver.** Failure by any party, at any time, to require performance by the other party of any provision hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by any party or parties of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this clause.
- **Section 9. Binding Effect.** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon, and inure to the benefit of the successors and assigns of the parties hereto.
- Section 10. Counterparts. This Agreement and related documents may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.
- Section 11. Authorization. Each of the signers of this Agreement acknowledges that they have authority to enter into binding agreements on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties have set their hands as of the date and year hereinabove written.

CITY OF MILWAUKIE, a political subdivision of the State of Oregon

CLACKAMAS COUNTY SERVICE DISTRICT No. 1, a County service district

00000

Ву:	By: Louistle Cham
Date:	Date: $10-2-2011 \ \ \text{V.2.}$

by submission of the dispute to binding arbitration pursuant to the rules of the American Arbitration Association.

Section 8. Nonwaiver. Failure by any party, at any time, to require performance by the other party of any provision hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by any party or parties of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this clause.

Section 9. Binding Effect. The covenants, conditions, and terms of this Agreement shall extend to and be binding upon, and inure to the benefit of the successors and assigns of the parties hereto.

Section 10. Counterparts. This Agreement and related documents may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

Section 11. Authorization. Each of the signers of this Agreement acknowledges that they have authority to enter into binding agreements on behalf of the entity for which they sign.

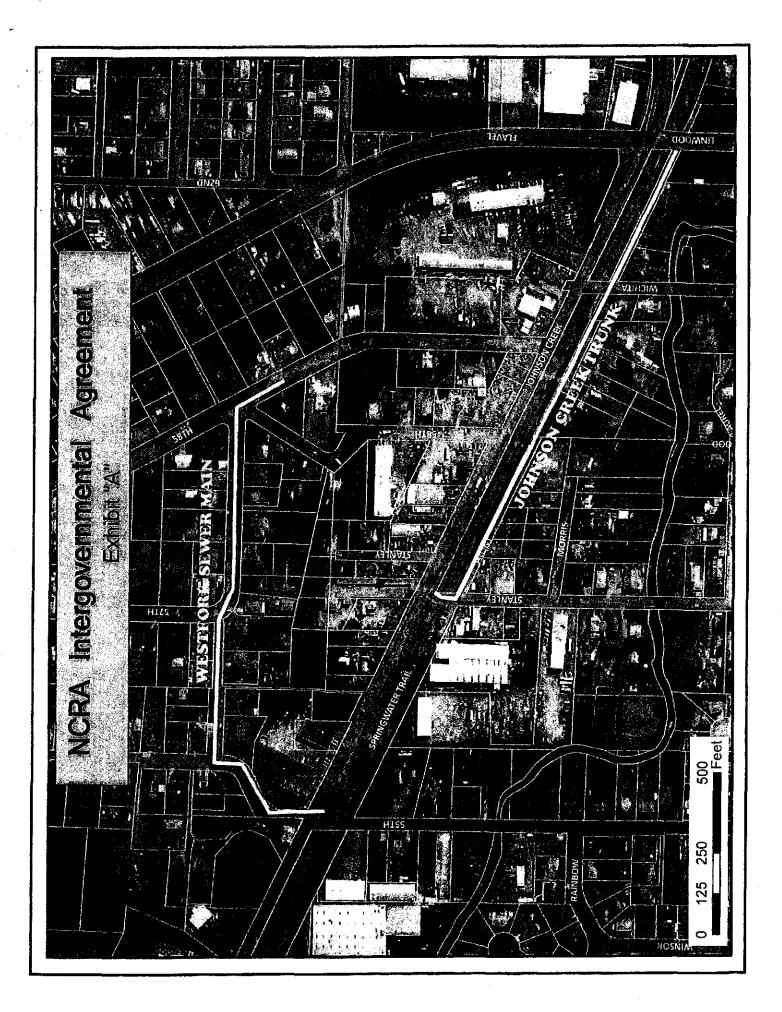
IN WITNESS WHEREOF, the parties have set their hands as of the date and year hereinabove written.

CITY OF MILWAUKIE, a political subdivision of the State of Oregon

CLACKAMAS COUNTY SERVICE DISTRICT No. 1, a County service district

Ву: _____

Date:

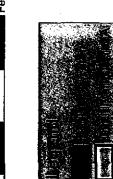


0 625 1,250

intergovernmental

Agreement
Exhibit "B"
City of Milwaukie
and
Dual Interest Area "A'

3,750 2,500



1	SCHEDULE A				K&RPI	ımbin	g Const.
ľ	TEMS	QUANTITY		UNI	TPRICE	TOT	AL AMOUNT
1 N	Mobilization (Max 5%)	0.11	LS	\$	105,000.00	\$	11,550.00
2 7	raffic Control	0.10	LS	\$	28,000.00	\$	2,800.00
3 (Clearing and Grubbing	0.50	LS	\$	11,000.00		5,500.00
	Rock Excavation - Trench (S.P.)	0		\$	150.00	\$	
	oundation Material (S.P.)	0	CY	\$	40.00	\$	
	B" PVC Pipe,		i ——		-	1	
	Class A Backfill	l o	LF	\$	24.90	\$	_
	B" PVC Pipe, Class B Backfill,					<u> </u>	····
	0-12 feet deep	0	LF	\$	59.30	\$	_
	" PVC Pipe, Class B Backfill,	 		Ť		 	
	2-16 feet deep	0	LF	s	95.00	s	
	5" PVC Pipe, Class B Backfill,	 		4	30.00	Ψ_	
			۱.,	۱.	450.00		
	Over 16 feet deep	0	LF	\$	150.00	\$	
	2" PVC Pipe,			1.		_	
	Class A Backfill	575	LF	\$	26.80	\$	15,410.00
	2" PVC Pipe, Class B Backfill,]					
	l-12 feet deep	830	LF	\$	67.50	\$	56,025.00
1	2" PVC Pipe, Class B Backfill,	1				i"	
12 1	2-16 feet deep	201	LF	\$	114.00	\$	22,914.00
H	lorizontal Directional Drilling,	1					
	Set-up through Restoration	l o	LS	\$	5,500.00	\$	_
	lorizontal Directional Drilling.					1	
1	" HDPE Installation	l o	LF	\$	61.50	\$	_
						1	
	" C900 PVC Pipe, (Force Main) Class B Backfill	0		\$	43.00	\$	<u> </u>
	"PVC Tees	0	EΑ	\$	70.00	\$	
4	" PVC Pipe, Service Lateral						
17 C	Class A and B Backfill	0	LF	\$	47.90	\$	-
4	8" Standard Manhole	ł l	i	1	_	!	
18 0-	-12 feet deep	8	EΑ	\$	4,500.00	\$	36,000.00
19 E	xtra Depth Manhole	4	LF	\$	200.00	\$	800.00
20 C	onnect to Exist MH	1	LS	\$	9,700.00	\$	9,700.00
21 A	C Trench Restoration - Main Line) 2" Thick	300	LF	\$	9.25	\$	2,775.00
22 A	C Trench Restoration - (Service Lat.) 2" Thick	o	LF	\$	10.00	s	_
				<u> </u>		 	
23 A	C Trench Restoration - (Service Lat.) 6" Thick - JCB	· 0	LF	\$	43.00	\$	_
	emp AC Trench- 1" Thick	0	SY	\$	1.00	\$	
	C Overlay- 2" Thick	640		\$	8.30	Į	5,312.00
	/4"- 0" Shoulder Rock	25		\$	22.00		550.00
	4"- 0" Base Rock	0	Ton	\$	27.00	\$	000.00
	estoration of Landscaping	0.75	LS	\$	6,000.00		4,500.00
	rosion Control		LS	_			
		0.40		\$	5,000.00	\$	2,000.00
	npervious Barrier (CDF)	4 400	LS	\$	900.00	\$	0.000.00
	emp Chainlink Fencing - PGE	1,400	LF	\$	4.50		6,300.00
	emp Chainlink Fencing	200	LF_	\$	2.50		500.00
	5" HDPE Storm Drain	1	LS	\$	9,500.00	\$	9,500.00
	/aterline Collar Blocks -	_]]	_			
	tipulated Price)	0	EA	\$	1,500.00	<u>\$</u>	
	ecommission Existing			_			
	ump Station	0	LS	\$	5,000.00	\$	
	xtra Work / Force Account						
	/alve Cluster Relocation - Wichita/JCB)	1	LS	\$	39,196.00	\$	39,196.00
(Ā	dditional Utility Potholing)	1	LS	\$	624.00	\$	624.00
	· · · · · · · · · · · · · · · · · · ·						
4	T11 0010TDU0TOU 000T	1	- 1			•	224 050 00
TO	OTAL CONSTRUCTION COST	I				\$	231,956.00

Easement Negot & Appraisal Easement Purch

\$30,213.97 \$41,135.00

Total Shared Construction & Easements

Sub-total \$ CCSD No. 1 share (@56.25&) \$ 330,178.97 185,725.67

Work exclusively to serve CCSD1
Waterline Relocation - Wichita to Linwood 1 LS \$ 28,250.00 \$ 28,250.00

BILL OF SALE

For valuable consideration, receipt of which is hereby acknowledged, the City of Milwaukie, an Oregon municipal corporation ("Seller") hereby sells, transfers and assigns to Clackamas County Service District No. 1, a county service district ("Buyer") the 12-inch sanitary sewer trunk line designed to collect sanitary flows southerly and easterly of SE Linwood and Johnson Creek Blvd and to carry such flows in a westerly direction approximately 1,600 feet to its connection with the City of Portland's Lents Trunk ("Johnson Creek Trunk Line"), depicted on the attached and incorporated Exhibit A. Seller represents and warrants to Buyer that it has all lawful right and authority to sell and transfer to Buyer the Johnson Creek Trunk Line and that it sells and transfers the Johnson Creek Trunk Line to Buyer free and clear of all liens, encumbrances and third-party interests or claims.

BY ACCEPTANCE OF THIS INSTRUMENT, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS INSTRUMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITIONS OF THE JOHNSON CREEK TRUNK LINE, (B) THE INCOME TO BE DERIVED FROM THE JOHNSON CREEK TRUNK LINE, (C) THE SUITABILITY OF THE JOHNSON CREEK TRUNK LINE FOR ANY AND ALL ACTIVITIES AND USES, (D) THE COMPLIANCE OF OR BY THE JOHNSON CREEK TRUNK LINE OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE JOHNSON CREEK TRUNK LINE, OR (F) ANY OTHER MATTER WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE JOHNSON CREEK TRUNK LINE AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

[SIGNATURES ON NEXT PAGE]

SELLE	R:			
Dated: _			_, 2011.	
City of N	Milwaukie			
Ву:			•	
Name:				
Its:				
BUYER:				
Dated:	6-2		, 2011.	
- (1	as County s	ervice D	istrict No	. 1
Ву:	howalle	Le	ren_	-
Name: 🕚	harlotte	Laha	<u>. </u>	
to / Y la	· - ·			

SELLER:
Dated: <u>7- 7</u> , 2011.
City of Milwaukie
By: Name: Dereny Forguson Its: May or
BUYER:
Dated:, 2011.
Clackamas County Service District No. 1
Ву:
Name:
Ite.

ASSIGNMENT OF EASEMENTS

Between: The City of Milwaukie, an Oregon municipal corporation ("City")

And: Clackamas County Service District No. 1, a county service district ("CCSD No. 1")

Dated: $\triangle Me \ \nu$, 2011

RECITALS

- A. City is a general purpose government organized pursuant to the laws of this state;
- B. CCSD No. 1 is a limited purpose county service district organized pursuant to ORS Chapter 451 to provide sewage treatment, collection, and storm water services;
- C. Pursuant to ORS Chapter 451 the Board of County Commissioners ("BCC") is the governing body of CCSD No. 1;
- **D.** Pursuant to ORS Chapter 190, on or about July 20, 2010, City and CCSD No. 1 entered into an intergovernmental agreement ("IGA") relating to sanitary sewer collection and detailing the construction and maintenance obligations of two shared lines (the "Lines") for both parties' respective sewer systems;
- E. On <u>June 1</u>, 2011 City and CCSD No. 1 entered into an Amended and Restated IGA to finalize the ownership of the Lines and each parties' rights to use the Lines;
- F. The Amended and Restated IGA contemplates shared use of the Lines, one referred to in the Amended and Restated IGA as the "Johnson Creek Trunk Line", and one referred to in the Amended and Restated IGA as the "Westfork Avenue Sewer Main";
- G. The Johnson Creek Trunk Line is located in the City in public rights-of-way and two easements (the "Easements");
- H. Pursuant to the Amended and Restated IGA, in consideration for maintenance and construction by CCSD No. 1, the City agrees to transfer ownership of the Easements to CCSD No. 1 in return for CCSD No. 1 granting to the City unimpeded access, at no additional cost, to use the Lines for their useful life and agreement that CCSD No. 1 maintains the Lines; and
- I. The parties desire that this Agreement accomplishes the parties' intentions as set forth in the Amended and Restated IGA.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

AGREEMENT

- 1. Assignment. City hereby assigns, conveys and transfers to CCSD No. 1 all right, title and interest in and to the Easements to CCSD No. 1, subject to the terms of the Amended and Restated IGA. The Easements are attached hereto as Exhibit A and Exhibit B, respectively, and are hereby incorporated into this agreement.
- 2. <u>Assumption</u>. CCSD No. 1 hereby accepts the assignment of the Easements and assumes all liabilities, obligations and responsibilities of the City in the Easements.
- 3. <u>Severability</u>. In the event any provisions of this Assignment are found to be void, the remaining provisions of the Assignment shall nevertheless be binding with the same effect as though the void parts were deleted.
- 4. <u>Waiver</u>. No waiver of any provision of this Assignment shall be valid unless made in writing and signed by the persons or party against whom charged.
- 5. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors, and permitted assigns. However, nothing in this paragraph shall be construed as modifying, in any way, any restriction on assignment or transfer provided for in the Assignment.
- 6. Applicable Law. The applicable law for the purpose of interpretation of this Assignment, or the enforcement of any rights or obligations hereunder, shall be the laws of the State of Oregon.

CITY:	CCSD No. 1:
CITY OF MILWAUKIE, an Oregon municipal corporation	CLACKAMAS COUNTY SERVICE DISTRICT No. 1, a county service district
By:	By: Vouble lete Name: Charate Lahand Its: Chara
Dated: 7-7-2011	Dated: <u>6-2-2011</u> V.2.

	BASIC BID	·		Т	r —	Rotso	hv ir	rc. 1
⊢	ITEMS	QUANTITY		╁	HNI	T PRICE		FAL AMOUNT
┰	Mobilization (Max 5%)	0.05		╁	\$	174,500.00	\$	8,725.00
1/2	Clearing and Grubbing	0.00		†-	š	60,000,00	1 \$	
3	Rock Excavation - Trench (S.P.)	0		仁	\$	175.00	3	-
	Foundation Material (S.P.)	25		۲	\$	40.00	\$	1,000.00
┢	8" PVC Pipe.			T				
5	Class A Backfill	0	<u> </u>	L	\$	29,00	\$	
	8" PVC Pipe, Class B Backfill,			Т			[
6	0-12 feet deep	0	LF	L	\$	53,00	\$	
	8" PVC Pipe, Class C Backfill,	i	Г	Г	ĺ		ľ	
7	0-12 feet deep	61 <u>6</u>	LF	L	\$	40,00	\$	24,640.00
	8" PVC Pipe, Class C Backfill		· ·	Т	Г	· · · · · · · · · · · · · · · · · · ·	1	
8	Over 12 feet deep	1,240	LF	ı	\$	90.00	\$	111,600.00
	8" PVC Pipe,		_	Т				
9	Class D Backfill	35	LF	l	\$	150.00	\$	5,250,00
· ·		1		T	П		Г	
	I De la contra por la contra positione		l				l	
	Horizontal Directional Drilling,	0	LS	ı	s	5,000,00	s	
<u> </u>	Set-up through Restoration - Lat JC5	<u></u>	LS-	╀	3	5,000,00	۴	
١	Horizontal Directional Drilling,	۔ ا	۱.,	L		450.00	١.	
11	8" HDPE Installation -Lat JC5	0	LF	╀	\$	150,00	\$	
	Horizontal Directional Drilling,	1		l			1_	
12	Set-up through Restoration	0	EA	1	\$	5,000.00	\$	-
	Horizontal Directional Draling,	1			٦		٦	1
13	8' HDPE Installation	0	LF_	L	\$	130,00	\$	
i	4" PVC Pipe, Service Lateral	i .	l -	1			ļ	
14	Class A or C Backfill	0	LF	L	\$	54.00	5	
	6" PVC Pipe, Service Lateral]	Γ			1	
15	Class A or C Backfill	٥ ا	LF	ļ	\$	40,00	\$	-
	PVC Tees	0	EΑ	Γ	\$	87.00	\$	-
17	8791 SE 55th Service Lateral	0	LS	Т	\$	20,000.00	\$	-
	Impervious Barrier	1	EA	Т	\$	700.00	\$	700,00
	48" Standard Manhole			Т				
19	0-12 feet desc	12	ĘΑ	1	\$	2,740,00	\$	32,880.00
	48" Standard Manhole	·		m		,		
20	All Depths with CDF backfill		EA	Ц	\$	3,800,00	s	
23	60" Standard Manhole		_ _		<u> </u>	-1,-3-10-0	1	
24	All Depths with CDF backfill		EA		\$	5,400,00	1 \$	_
	Standard Cleanout - 8"	6		۲	\$	170.00	\$	
	Extra Depth Manhole - 48" Dia	30		⊦	\$	115,00		3,450.00
		30		Н	\$	575,00		_0,700.00
	Connect to Exist MH Connect to Exist Lents Trunk	1	EA	Н	\$	2,275,00	3	2,275.00
	Erosion Control	0	_	Н	\$	12,000,00	\$	2,273.00
		0		Н	\$	30,000.00	\$	
	Restoration of Landscaping	1,000		Н	\$	12,00	\$	12,000,00
20	Temp AC Trench- 2" Thick	1,000	31	Н	*	12,00	۳.	12,000.00
1	AC Trench Restoration - (Main Line) 6"		LF	П	Ś	20.00	\$	700,00
29	Thick	35	LP.	Н	4	20_00	₩.	700,00
	AC Trench Restoration - (Main Line) 4"		١	l l		40.00		l
30	Thick	0	LF	Н	\$	13,00	\$	
	AC Trench Restoration - (Main Line) 2"		l	П	_		۱.	
31	Thick	1,891	L.F_	Ц	\$	8,00	\$	15,128.00
	AC Trench Restoration - (Outside Main		l	ļ				
	Line) 2" Thick	0	SY_	Ш	\$	11,00	\$	
	AC Trench Restoration - (Service Lat.)			H				- 1
	4" Thick	0	LF.	Ц	\$	15.00	\$	<u>-</u>
	AC Trench Restoration - (Service Lat.)			П			l "	
34	2" Thick	0	LF	L	\$	8.00		-
35	AC Overlay, 2" Thick	4,200	SY		\$	8,00		33,600.00
	AC Overlay, 1-1/2" Trick	0			\$	7.00	\$	-
				П				
37	AC Grind- 2" Thick (S. P.)	0	SY	U	\$_	5,50		
	3/4"- 0" Shoulder Rock	50	Ton	П	\$	6.00	\$	300.00
39	3/4"- 0" Base Rock	0	Ton	П	\$	6.00	\$	-
	Cement Treated Base, 5' Thick	C	SY	П	\$	4.25	\$	-
	Traffic Control	0.05	LS	O	\$	40,000.00	\$	2,000.00
$\overline{}$	Waterline Collar Blocks - (S.P.)	O	_	П	\$	1,500,00	\$	-
	4-inch thick Concrete sidewalk	ō		Н	\$	100,00	\$	_
-		o		Н	\$	50,000,00	\$	_
44	Differing Site Conditions (S.P.)			Н	Ψ	30,000,00	٣	
	SUBTOTAL			Н	-		\$	254,248.00
	CONTINGENCY - MISC. QUANTITIES	1	LS	Н	\$	25,000,00	\$	25,000.00
_	CONTINUENCE - MISC, QUANTITIES	 	ro_	Н	4	25,000,00	۳-	20,500.00
	TOTAL ESTIMATED COST			Н			\$	279,248.00
			1				, w	

 Up 20016 Mail Tax Statements To:

Debra Beers 6020 SE Johnson Creek Blvd Portland, OR 97206

RECORD & RETURN TO:

City of Milwaukie Attn: City Recorder 10722 SE Main Milwaukie, Oregon 97222 Clackamas County Official Records Sherry Hall, County Clerk

2010-019112

03/30/2010 11:48:55 AM



\$82.00

D-E Cnt=1 Stn=10 LESLIE \$20.00 \$16.00 \$16.00 \$10.00 \$20.00

PERMANENT SANITARY SEWER EASEMENT

Debra Beers ("Grantor") does hereby dedicate to the public, to be administered by the City of Milwaukie, a municipal corporation of the State of Oregon ("Grantee"), its successors or assigns, a non-exclusive Permanent Sanitary Sewer Easement for constructing, reconstructing, operating, maintaining, inspecting, and repairing of an underground sewer line and appurtenances, together with the right to remove, as necessary, vegetation, foliage, trees, and other obstructions on the parcel of land described, real property in the City of Milwaukie, Clackamas County, Oregon:

See attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference).

THE TRUE CONSIDERATION for this conveyance is \$2,600.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IT IS EXPRESSLY UNDERSTOOD that this easement does not convey any right, title, or interests except those expressly stated in this easement, nor otherwise prevent Grantor from the full use and dominion thereover; provided, however, that such use shall not interfere with the uses and purposes of the intent of the easement.

IN CONSIDERATION of the premises, Grantee agrees that if said Grantee, its successors or assigns should cause said easement to be vacated, the rights of the Grantee in the above-described easement will be forfeited and shall immediately revert to the Grantor, her successors and assigns in the case of such event.

Grantor understands and agrees for herself, her successors and assigns not to cause or allow the construction or maintenance of any building or other structure in or upon the area conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantee agrees to replace and restore as nearly as practical the surface of the soil of the property conveyed within a reasonable time after completing any task for which it enters upon same.

TO HAVE AND TO HOLD the above-described and granted premises unto said Grantee, its successors, and assigns forever.

The grantor hereby covenants that she is the owner in fee simple and they have good and legal right to grant their right above-described.

IN WITNESS WHEREOF, I hereunto set my hand 2000 What Beers Debra Beers	on this Mark,
6020 SE Johnson Creek Blvd, Portland, OR 97206 Tax Statement Mailing Address	6020 SE Johnson Creek Blvd, Portland, OR 97200 Property Address

State of Oregon)) ss
County of Clackamas)

This instrument was acknowledged before me on March 14 by Debra Beers.

OFFICIAL SEAL.
WENDY L BEARD
NOTARY PUBLIC-OREGON
COMMISSION NO. 435584
MY COMMISSION EXPIRES JANUARY 12, 2013

Notary Public for Oregon
My Commission Expires: \(\sum_{\text{Albary 12.2013}} \)

ACCEPTED ON BEHALF OF THE CITY OF MILWAUKIE, OREGON:

Its: Director of Community Development & Public Works

APPROVED AS TO FORM:

Attorney

J

EXHIBIT "A"

Permanent Sanitary Sewer Easement

A 20 foot wide Permanent Sanitary Sewer Easement being a portion of that Parcel described in deed to Kenneth W. Kocher and Kathlyn E. Kocher, recorded May 12th. 2005, Clackamas County Recorder's Deed Record No. 2005-043358 described as follows:

Beginning at the Northwest Corner of Lot 5, Plat of ALDERHURST, as recorded in Book 21, Page 15, Clackamas County Recorder's records;

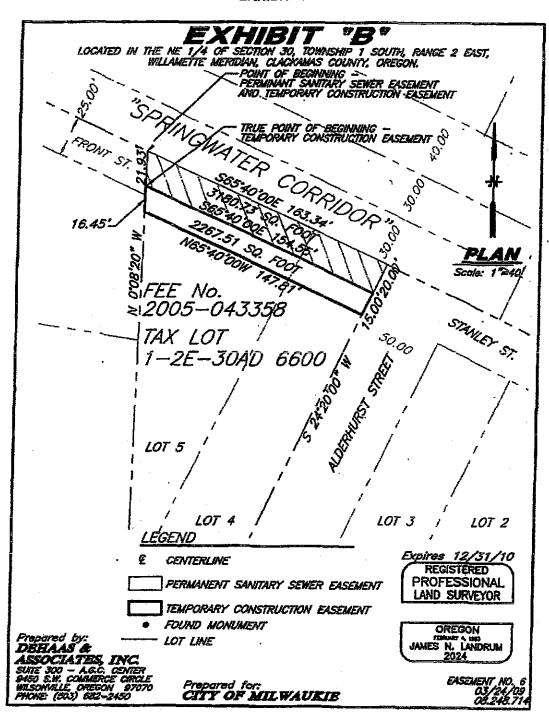
Thence, along the Southerly line of the Portland Electric Power Co., now known as "Springwater Corridor", South 65°40'00" East 163.34 feet; to the Westerly Right-of-Way of Alderhurst Street, a 50.00 foot Right-of-Way;

Thence, along said Westerly Right-of-Way, South 24°20'00" West 20.00 feet;

Thence, leaving said Right-of-Way, North 65°40'00" West, parallel to said South line of "Springwater Corridor", 154.55 feet; to a point on the Westerly line of said Lot 5;

Thence, along the Westerly line of said Lot 5, North 0°08'20" West 21.93 feet, more or less, to the Point of Beginning.

Containing 3180.73 Square Feet, more or less.





Up

Mail Tax Statements To:

Carol Ann Wiley 5828 SE Maple St. Mllwaukie, OR 97222

RECORD & RETURN TO:

City of Mitwaukie Attn: City Recorder 10722 SE Main Mitwaukie, Oregon 97222 Clackamas County Official Records Sherry Hall, County Clerk

2009-081027



\$62.00

D-E Cnt=1 Stn=10 LESLIE \$20.00 \$16.00 \$16.00 \$10.00

11/23/2009 11:24:55 AM

PERMANENT SANITARY SEWER EASEMENT

Carol Ann Wiley ("Grantor") does hereby dedicate to the public, to be administered by the City of Milwaukie, a municipal corporation of the State of Oregon ("Grantee"), its successors or assigns, a non-exclusive Permanent Sanitary Sewer Easement for constructing, reconstructing, operating, maintaining, inspecting, and repairing of an underground sewer line and appurtenances, together with the right to remove, as necessary, vegetation, foliage, trees, and other obstructions on the parcel of land described, real property in the City of Milwaukie, Clackamas County, Oregon:

See attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference).

IT IS EXPRESSLY UNDERSTOOD that this easement does not convey any right, title, or interest except those expressly stated in this easement, nor otherwise prevent Grantor from the full use and dominion thereover; provided, however, that such use shall not interfere with the uses and purposes of the intent of the easement.

THE TRUE CONSIDERATION for this conveyance is \$2,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IN CONSIDERATION of the premises, Grantee agrees that if said Grantee, its successors or assigns should cause said easement to be vacated, the rights of the Grantee in the above-described easement will be forfeited and shall immediately revert to the Grantor, her successors and assigns in the case of such event.

Grantor understands and agrees for herself, her successors and assigns not to cause or allow the construction or maintenance of any building or other structure in or upon the area conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantee agrees to replace and restore as nearly as practical the surface of the soil of the property conveyed within a reasonable time after completing any task for which it enters upon same.

TO HAVE AND TO HOLD the above-described and granted premises unto said Grantee, its successors, and assigns forever.

The Grantor hereby covenants that she is the owner in fee simple and she has good and legal right to grant her right above-described.

THE TRUE CONSIDERATION for this conveyance is \$2,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IN WITNESS WHEREOF, I hereunto set my hand on this 13 day of October, 2009.

Carol Ann Wiley

5828 SE Maple St., Milwaukie, OR 97222
Tax Statement Mailing Address

9301 SE Wichita Ave, Milwaukie, OR 97222 Property Address

State of Oregon

County of Clackamas

This instrument was acknowledged before me on _

SS

n (Oxlober 13, 2009 by Carol Ann

Wiley.

OFFICIAL SEAL
NATHAN R POOL
NOTARY PUBLIC - OREGON
COMMISSION NO. A401321
MY COMMISSION EXPIRES JANUARY 30, 2010

Notary Public for Oregon My Commission Expires:

1/30/2010

ACCERTED ON BEHALF OF THE CITY OF MILWAUKIE, OREGON:

By: frock

115: Public Worts Director

APPROVED AS TO FORM:

By: City Attorney

7

EXHIBIT "A"

Permanent Sanitary Sewer Easement

A 20 foot wide Permanent Sanitary Sewer Easement being a portion of that parcel described in deed to James Wiley Sr. and Carol Ann Wiley, recorded September 20, 1991, Clackamas County Recorder's Deed Record No. 91-47625, described as follows:

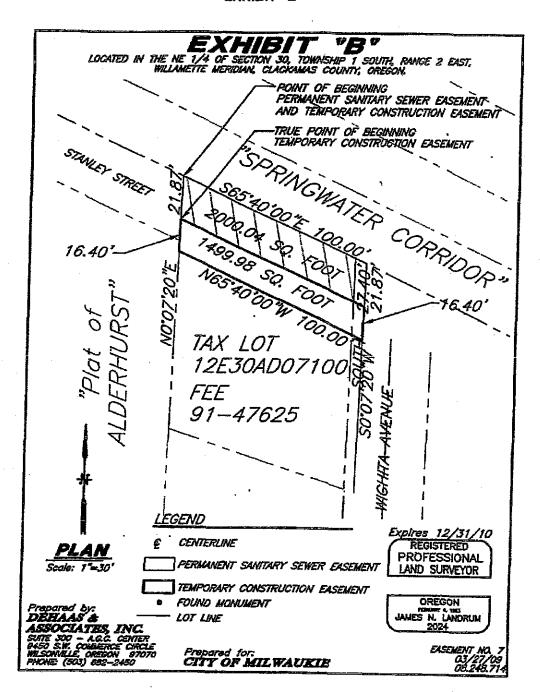
Beginning at the Northwest comer of said parcel described in Fee 91-47625, Thence, South 65°40'00" East, along the Southerly line of the Portland Electric Power Co., now known as "Springwater Corridor"; 100.00 feet, more or less, to a point on the Westerly Right-of-Way line of Wichita Street;

Thence, South 0°07'20" West, along the Westerly Right-of-Way of Wichita Street, 21.87 feet;

Thence, leaving said Westerly Right-of-Way, North 65°40'00" West, 100.00 feet, more or less, to a point on the Easterly line of the Plat of ALDERHURST, as recorded in Book 21, Page 15, Clackamas County Recorder's records;

Thence, North 0°07'20" East, along said Easterly line, 21.87 feet, to the Point of Beginning.

Containing 2000.04 Square Feet, more or less.



BILL OF SALE

For valuable consideration, receipt of which is hereby acknowledged, the City of Milwaukie, an Oregon municipal corporation ("Seller") hereby sells, transfers and assigns to Clackamas County Service District No. 1, a county service district ("Buyer") the 12-inch sanitary sewer trunk line designed to collect sanitary flows southerly and easterly of SE Linwood and Johnson Creek Blvd and to carry such flows in a westerly direction approximately 1,600 feet to its connection with the City of Portland's Lents Trunk ("Johnson Creek Trunk Line"), depicted on the attached and incorporated Exhibit A. Seller represents and warrants to Buyer that it has all lawful right and authority to sell and transfer to Buyer the Johnson Creek Trunk Line and that it sells and transfers the Johnson Creek Trunk Line to Buyer free and clear of all liens, encumbrances and third-party interests or claims.

BY ACCEPTANCE OF THIS INSTRUMENT, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS INSTRUMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITIONS OF THE JOHNSON CREEK TRUNK LINE, (B) THE INCOME TO BE DERIVED FROM THE JOHNSON CREEK TRUNK LINE, (C) THE SUITABILITY OF THE JOHNSON CREEK TRUNK LINE FOR ANY AND ALL ACTIVITIES AND USES, (D) THE COMPLIANCE OF OR BY THE JOHNSON CREEK TRUNK LINE OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE JOHNSON CREEK TRUNK LINE, OR (F) ANY OTHER MATTER WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE JOHNSON CREEK TRUNK LINE AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

[SIGNATURES ON NEXT PAGE]

SELLER:	
Dated:	, 2011.
City of Milwaukie	
By:	
Name:	
Its:	
	·
BUYER:	
Dated: 6-2	, 2011.
Clackamas County Servic	e District No. 1
By: Kentallo 1	ella
Name: Charlotta L	7600
Its: Chair	
· · · · · · · · · · · · · · · · · · ·	

RESOLUTION NO. 58-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ESTABLISHING AUTHORITY TO ENTER INTO AN AGREEMENT WITH CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (DISTRICT) REGARDING CONSTRUCTION COSTS AND FUTURE OWNERSHIP AND MAINTENANCE OF TWO SANITARY SEWER LINES THAT ARE ELEMENTS OF THE NE SEWER EXTENSION PROJECT.

WHEREAS, The City and the District have worked together on design of two sanitary sewer projects, those two projects being adjacent to each other and immediately northeast of the City; and

WHEREAS, Two lines, one running parallel to Johnson Creek Boulevard and the other running within Westfork Avenue, are necessary to the proper functioning of both projects; and

WHEREAS, There are substantial efficiencies in cost and effort to be achieved by the two utilities both making use of these lines; and

WHEREAS, The City and the District have previously agreed to an approach to share costs, whereby the District will own and maintain the pipes;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milwaukie, Oregon, authorizes the Mayor to execute the Intergovernmental Agreement attached hereto as Exhibit A.

Introduced and adopted by the City Council on June 7, 2011.

This resolution is effective on June 7, 2011,

Jeremy Ferguson, Mayo

ATTEST:

APPROVED AS TO FORM: Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney

Exhibit 6

INTERGOVERNMENTAL AGREEMENT REGARDING CONSTRUCTION OF SANITARY SEWERS AND COST-SHARING OF COMMON FACILITIES

This Intergovernmental Agreement (Agreement) is made and entered into this day of Auron, 2011, by and between the City of Portland ("City"), a municipal corporation, and Clackamas County Service District No. 1 ("District"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, City's Bureau of Environmental Services ("BES") will be constructing a sanitary sewer system to serve City properties in an area bounded roughly by SE Clatsop to the south, SE 82nd to the west, I-205 to the east, and SE Lambert to the north (known as the Lents Sanitary Sewer Extension, Project #6954 ("Lents SEP")), and a pump station and force main to the Lents Interceptor (known as the SE 83rd Pump Station, Project #8376 ("Pump Station"));

WHEREAS, SE Clatsop Street in this area is the District boundary and City boundary;

WHEREAS, serving City properties located on the north side of SE Clatsop St. requires a sewer line to be constructed within SE Clatsop St. that could also serve District properties located on the south side of SE Clatsop St.;

WHEREAS, the parties entered into a Wholesale Sewer Service Agreement in 1990 (Wholesale Agreement) providing for District's purchase of 2,000 Equivalent Dwelling Units (EDU) of sewage transportation and treatment capacity in City's system and payment for the transportation and treatment of sewage discharged by District into City facilities;

WHEREAS, the properties in District's area of jurisdiction affected by the Lents SEP fall within the area included within the 1999 amendment to the Wholesale Agreement that includes all areas of Clackamas County west of 172nd Ave., which generally slope north toward City's boundary and can enter City's sanitary sewer system by gravity;

WHEREAS, the most efficient, cost-effective, and non-duplicative extension of sewer system facilities entails the construction of a single line in SE Clatsop St. and a pump station and force main to serve both District and City properties, with the cost shared between both parties;

WHEREAS, District plans to construct a sanitary sewer collection system to serve District properties in an area known as the North Clackamas Revitalization Area ("NCRA"), roughly bounded by SE Clatsop and the City/District boundary to the north, I-205 to the east, SE 55th Ave to the west, and SE King Road to the south;

WHEREAS, District has offered, as part of this cost-sharing agreement, to extend its sanitary sewer collection system in order to provide service to an unsewered portion of City's area of jurisdiction adjacent to the NCRA and bounded by SE 55th Avenue on the west, SE 58th Avenue on the east, SE Harney Drive on the north, and the City/District boundary on the south ("NCRA Portland Extension");

WHEREAS, the completed NCRA Portland Extension will be turned over to City for acceptance and ownership; and

WHEREAS, the parties have the power to enter into this Agreement pursuant to ORS 190.030.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Construction of Lents SEP by City

- 1.1 City shall design and construct the Lents SEP, including the required pump station and force main to the Lents Interceptor, according to City's sanitary sewer design standards and practices, to be built as shown in Exhibit A.
- 1.2 City will provide all engineering planning, and sewer and pump station design and construction, including preparation of plans and specifications, surveying, contract administration, construction inspection, and material testing.
- 1.3 City will provide District with the opportunity to review and comment on all engineering plans and construction documents and to review and comment on any change orders required during the project that would affect District's costs.

Section 2 Obligations of District – Lents SEP

- 2.1 District will provide locate data for the properties within District's area of jurisdiction so that City staff can design appropriate lateral connections.
- 2.2 District will provide customer service to the properties within its boundaries to prepare them for the disruption of daily life during construction on SE Clatsop St. and adjoining streets.

Section 3 Construction of the NCRA Portland Extension and the Shared HDD Line by District

- 3.1 District shall design and construct an 8-inch main and any necessary service laterals to serve City properties according to its sanitary sewer design standards and practices, to be built as shown in Exhibit B. Upon completion of construction and acceptance by City, City will own, operate and maintain the portions of those lines located within City boundaries.
- 3.2 District agrees to design and construct a 12-inch horizontal directionally-drilled main (the "Shared HDD Line") and service laterals to jointly serve District and City properties according to its sanitary sewer design standards and practices, to be built as shown in Exhibit B. Upon completion, District will own, operate and maintain the Shared HDD Line and all service laterals attached to it serving District customers.

- 3.3 District will provide all engineering planning, design and construction; including preparation of plans and specifications, surveying, contract administration, construction inspection, and material testing.
- 3.4 District will provide City with the opportunity to review and comment on all engineering plans and construction documents and to review and approve any change orders required during the project that would affect City's costs.
- 3.5 District will provide City with copies of as-built main line and service connection drawings when construction is completed.

Section 4 Obligations of City – NCRA Portland Extension and the Shared HDD Line

- 4.1 City will provide locate data for the properties within City's area of jurisdiction so that District staff can design appropriate lateral connections.
- 4.2 City will provide customer service to the properties within City's area of jurisdiction to prepare them for the disruption of daily life during construction in the project area and adjacent areas.
- 4.3 City will fully reimburse District for engineering and construction costs associated with the NCRA Portland Extension.

Section 5 Payments by District and City

- 5.1 After the Lents SEP and SE 83rd Pump Station projects are complete and all costs are known, District shall pay City for District's percentage share of the final project costs, as calculated in Exhibit C, for both the collection system piping and the pump station, to be built as two separate projects. Such costs will include all direct costs required to design and construct the projects and all indirect overhead charges and will be calculated using the same methodology under which BES charges its own projects for purposes of capitalization, excluding any allocated capital interest on bonds or loans.
- 5.2 City shall pay for construction of the NCRA Portland Extension and 50 percent of the Shared HDD Line, according to contractor progress payment requests submitted to District and using the cost-sharing methodology shown in Exhibit D. After completion of the NCRA phase that includes serving City properties (Phase II) and all costs are known for that phase, City shall pay District for any remaining costs of the NCRA Portland Extension and for City's share of the costs of the Shared HDD Line, as calculated in Exhibit D. Such costs shall include all direct costs required to design and construct the projects, including the pipe and all related appurtenances and surface restoration, and all indirect overhead charges and will be calculated using the same methodology under which District charges its own projects for purposes of capitalization, excluding any allocated capital interest on bonds or loans.
- 5.3 City and District shall pay the amounts invoiced within 30 days after receipt of each invoice.

Section 6 Rights of Use

City and District customers shall have the right to connect to the lines constructed under this Agreement without any special financial obligations, other than those imposed by each jurisdiction on its own customers. City and District shall each have the right to transmit flow collected elsewhere through the lines without any additional compensation to the other party.

Section 7 Future Reconstruction

City and District shall meet and negotiate in good faith to establish a fair and reasonable basis to apportion costs for any future replacement of the lines. Upgrades required due to regulatory requirements shall be treated in the same manner as future replacement costs. Upgrades necessary due to the need for increased capacity shall be the responsibility of the party causing greater demand on the lines beyond that estimated by the construction plans. Before a future capital investment is made to either line for which a party may seek cost sharing, unless an emergency exists the parties shall meet to discuss and reach agreement on the need, general approach, cost and cost-share basis prior to capital investments in any line.

Section 8 No Termination of Service

Once construction is complete and ownership of the lines has been transferred, neither party shall terminate or impede the other's use of the lines to convey sewage flows to City's system for treatment, even if this Agreement is terminated.

Section 9 Notification

The parties agree to provide each other with written notice of any condition that may violate this Agreement or applicable laws, regulations or permits.

Section 10 Disputes

If a dispute arises between the parties regarding breach of this Agreement, the amount charged to District or City, or interpretation of any term of this Agreement, the parties shall follow the below steps in resolving the dispute:

Step One: Negotiation. The Manager, Director, or other persons designated by each of the disputing parties will negotiate on behalf of the entity they represent. The nature of the dispute shall be reduced to writing and shall be presented to each Manager or Director who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Manager or Director and, if requested by a party, ratified by their respective Boards which shall be binding upon the parties.

Step Two: Mediation. If the dispute cannot be resolved within thirty (30) days at Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one (1) name.

The two selected shall select a third person. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the parties who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Manager or Director and approved by their respective Boards.

Step Three: Arbitration. If the parties are unsuccessful at Steps One and Two, the dispute shall be resolved by binding arbitration proceedings. The parties shall follow the same process described in Step 2 for the selection of arbitrators. Upon breach of this Agreement, the non-defaulting parties shall be entitled to all legal or equitable remedies available at law, including injunction, declaratory judgment, specific performance or termination. The prevailing party shall be entitled to its reasonable attorney's fees as may be awarded by the arbitrator.

Section 11 Applicable Laws and Attorney's Fees

This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflict-of-law provisions thereof. Should any legal action be brought by City or District for a breach of this Agreement or to enforce any provision thereof, the prevailing party shall be entitled to court costs and any other costs, except attorney's fees, as may be fixed by the court. Each party shall pay its own attorney's fees. Venue shall lie in Clackamas County.

Section 12 Nonwaiver

Failure by either City or District to require performance by the other party of any of the provisions hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by either party of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this nonwaiver clause.

Section 13 Binding Effect

The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

Section 14 Merger

This Agreement embodies the entire agreement and understanding between the parties hereto regarding the subject matter excepting the 1990 Wholesale Sewer Service Agreement between the parties with respect to the purchase of 2,000 EDUs of capacity in the City's system for District customers.

Section 15 Severability

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain.

Section 16 Notices

Any notice herein required or permitted to be given, shall be given in writing and shall be effective when actually received and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

The City's Project Manager is:	The District's Project Manager is:
Duane Peterson	Kathy Frasier
Bureau of Environmental Services	Water Environment Service
1120 SW Fifth Ave.	150 Beavercreek Road, 4 th Floor
Portland, OR 97204	Oregon City OR 97045

Section 17 Amendment

Amendments to this Agreement shall be in writing and signed by duly authorized representatives of each party.

Section 18 Term

This Agreement shall be in effect from the date of mutual approval until the Lents SEP and NCRA Portland Extension projects are complete and the payment obligations set forth in Section 3 hereof are satisfied.

Section 19 Counterparts Execution

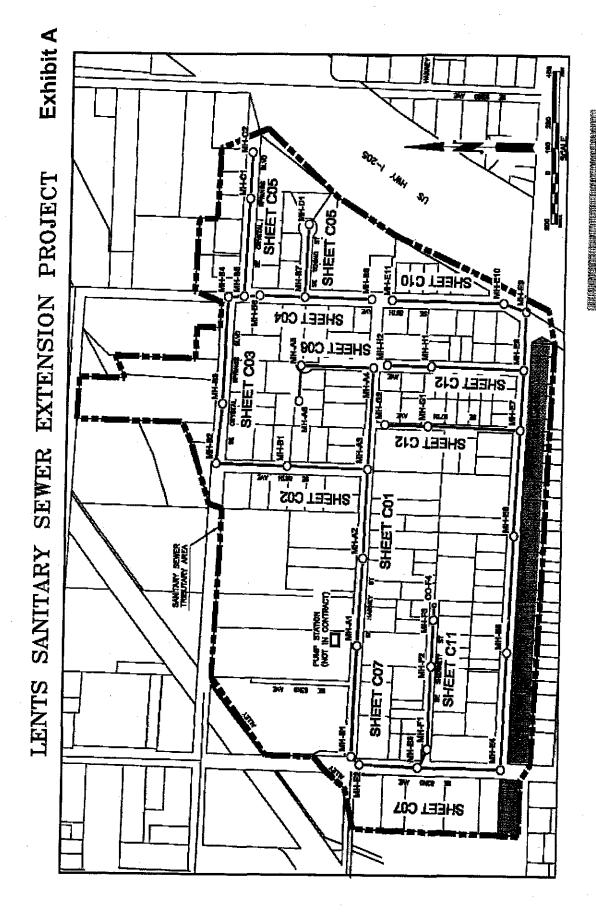
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. For the convenience of the parties, the execution pages of any executed counterpart may be detached and reattached to any other executed counterpart to form one or more documents that are fully executed. This Agreement shall not be effective until both parties have executed this Agreement or a counterpart of this Agreement..

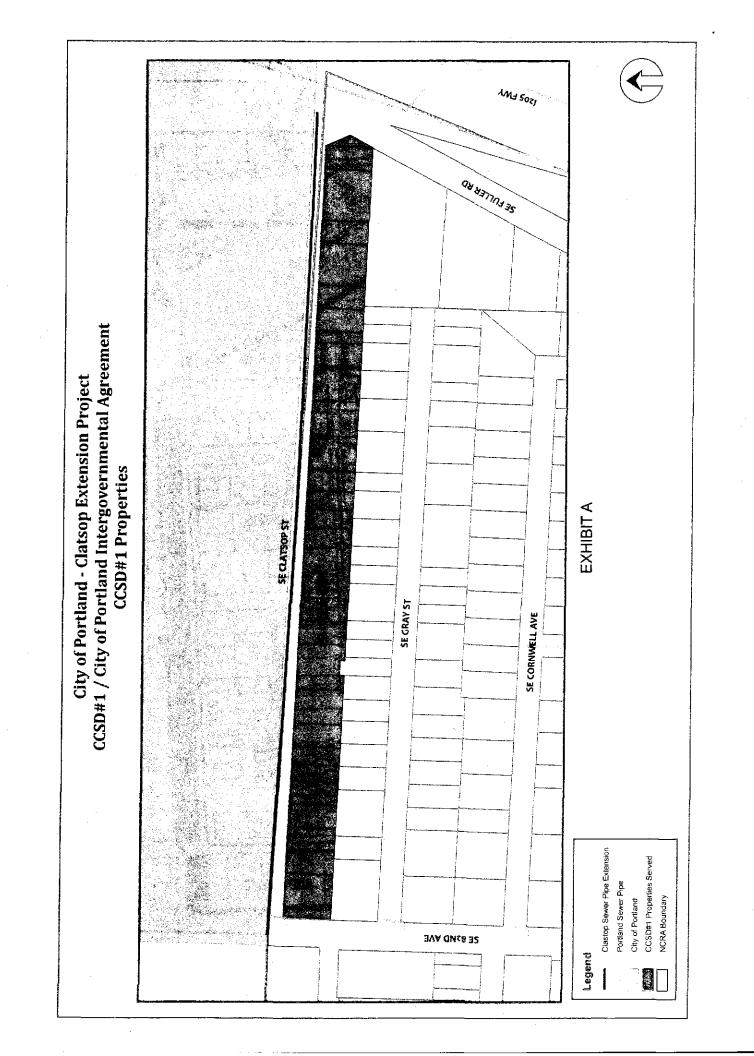
IN WITNESS WHEREOF, the parties have, pursuant to official action that the respective governing bodies duly authorized in the same, caused their respective officers to execute the Agreement on their behalf.

CITY OF PORTLAND	BOARD OF COUNTY COMMISSIONERS of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1
By: Un Miller	Ву:
Dan Saltzman, Commissioner ATTEST:	Chair
By: S. Cruffen Valade Syl	Ву:
City Recorder AUDITOR	Recording Secretary
Approved As to Form:	
By: Imla Mengh	Ву:
City Attorney	County Counsel

IN WITNESS WHEREOF, the parties have, pursuant to official action that the respective governing bodies duly authorized in the same, caused their respective officers to execute the Agreement on their behalf.

By: Dan Saltzman, Commissioner	BOARD OF COUNTY COMMISSIONERS of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1 By: Chair
ATTEST:	-
By: City Recorder	By: Way Raethle Recording Secretary 8-4-11 VI.1.
Approved As to Form:	MARK DI
By:	By: / Luty
City Attorney	CountyCounsel





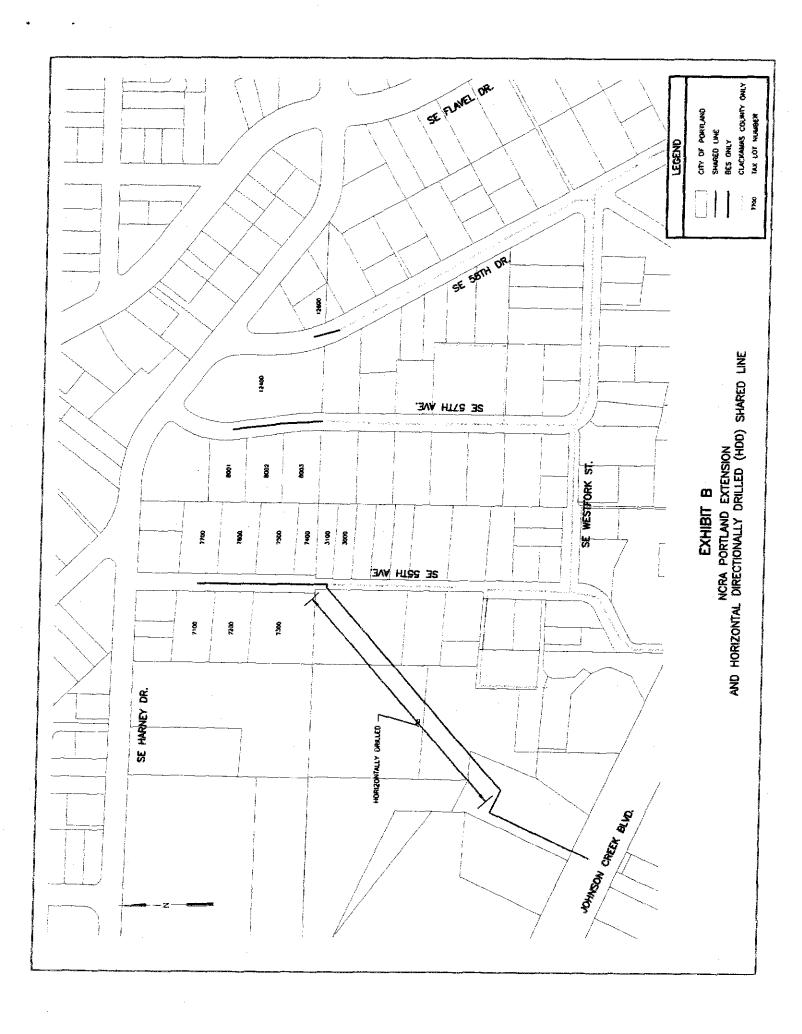


Exhibit C

BES Design Manual Sanitary Flow Calculations Using Comprehensive Plan ZonIng Summary of Flows and Cost Share

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09% Proposed CCSD Share of Pipe Project (excluding Pump Station)

5.26% Proposed CCSD Share of Pump Station (built under separate project)

5.82% Average Overall Share of Total Project

Notes:

Line segments F, G, & H directly serve only Portland properties, but contribute to the flow in shared segments of Line E; Lines A - D serve Portland properties only.

Flow Figures calculated based on BES Design Manual for flow per dwelling unit (residential lots) or acre (commercial & industrial lots), with Clackamas zoning codes translated to similar Portland zoning codes.

Estimated Costs: derived from BES Project Engineer (TM4.5, updated for inflation via ENR CCI); includes all design, materials, constr. Mgmt., and contingency, but not CIP overheads.

BES Only Sanitary Sewer Responsibility

				TOTAL BES SHARE = TOTAL WES SHARE =		_
\$95,954.25	\$5,618.90 \$1,932.00 \$386.40 \$1,288.00 \$105,179.55	Supporting Data = 3.2% of Geotech Fee for Phase II = 3.2% of Design Fee for Phase II = Prorated over entire Phase II project = 3.2% of Topographic Services for Phase II			\$159,189,50	\$9,300.85 \$3,198.00 \$639.60 \$2,132.00 \$13,035.91 \$187,495.86
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\$227,252 \$115,157



Supporting Data -Engineering Amendment No.4 - Dated 7/29/10

= Subtask 140 = Subtask 250 = Prorated over entire Phase II project = Subtask 210 = Subtask 270 - prorated for three easements

\$20,400.00 \$9,768.00 \$1,000.00 \$6,400.00 \$5,250.00 Subtotal \$42,818.00

Design PM Fees Topo Survey Easements + Property Negotiations

Design Engineering Fees

Geatech

50% BES = 21,409.00 50% WES = 21,409.00

TOTAL DESIGN AND ESTIMATED CONSTRUCTION WES TOTAL DESIGN AND ESTIMATED CONSTRUCTION BES

50% BES = \$93,747.93 50% WES = \$93,747.93

EXHIBIT D D-2:BES Only Sanitary Sewer Sections

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9 Class D Backfill	₽°		402	<u> </u>	┡	3	90.00	13-	30, 180.00	F
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14 Class A or C Beckfil 315 LF \$ 40.00 \$ 12,600.00	<u> </u>				Н	Ť	,,00.00	۳		
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BOT Standard Manhole										Г
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30 Thick	-				Н	*	20,00	۳.		⊢
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32 Line) 2" Thick	Ť				H	-		┰		Н
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37 AC Grind- 2" Thick (S, P.) 0 SY \$ 5.50 \$ -	36	AC Overlay, 1-1/2" Thick		SY		\$	7.00	S	7,091.00	Ŀ
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UNIT PRICE ITEMS ATTRIBUTED TO LINES THAT ARE USED EXCLUSIVELY BY BES

COST OF BES Lines BES Portion Total Original Construction Bid	\$95,954 \$3,199,958	Cost %	0.0300		
<u>Length of BES Lines (ft)</u> BES Portion Total Length Pipe - Mainline	685 19,839	Pipe %	0.000.0	Average 0.0323	will be applied to non-asset construction cost items

EXHIBIT D D-3: BES Only Sanitary Sewer Lines

1 Mobili 2 Clear 3 Rock 4 Found 8" PV 5 Class 8" PV 6 0-12 " 8" PV 9 Class 10 Set-up Horizo 11 Set-up Horizo 12 Set-up Horizo 13 8" HDi 6" PVC 15 Class 16 PVC 15 Grass 16 PVC 15 Grass 18 Imperv 14 Class 19 0-12 fe 48" Sta 19 0-12 fe 10 fe	EMS	OUR DESCRIPTION	-	├	ļ	1			y Inc.	┸
2 Clean 3 Rock 4 Foun 8 PV 6 0-12 8 PV 7 0-12 8 PV 9 Class 10 Set-up Horizo 11 Set-up Horizo 12 Set-up Horizo 13 8" HDi 14 Class 6" PVC 15 Class 6" PVC 16 PVC 1 17 8791 S 18 Imperv 18 Standa 20 All Dep 21 Set-up Horizo 21 All Dep 22 Standa 23 Extra D 24 Connec 25 Connec 26 Fosion 27 Restors 28 Temp A 28 Temp A 29 Class 10 Connec 29 Thick AC Trer 20 Thick AC Trer 21 Line) 2' AC Trer 22 Line) 2' AC Trer 3 4" Thick AC Trer 3 Thick AC Trer 4" Thick AC Trer 3 Thick AC Trer 4" Thick AC Trer 3 HDi 4" Differing 4 User 5 AC Ove		QUANTITY			1	_	T PRICE		TOTAL AMOUNT	1
3 Rock 4 Found 8" PV 5 Class 8" PV 6 0-12 8" PV 7 0-12 8" PV 9 Class 10 Set-up Horizo 11 Set-up Horizo 12 Set-up Horizo 13 8" HDi 4" PVC 14 Class 6" PVC 15 Class 7 Restors 19 0-12 fe 20 All Dep 60" Sta 21 All Dep 22 Standa 23 Extra D 24 Connec 25 Connec 26 Frosion 27 Restors 28 Temp A AC Trer 29 Thick AC Trer 29 Thick AC Trer 20 Thick AC Trer 21 Line) 2' 22 AC Ove 6 AC Ove 6 AC Ove 7 AC Grin 8 3/4"-0" 9 3/4"-0" 10 Treffic C 11 Triffic C 12 Line) 2' 13 AC Trer 14 Thick AC Trer 15 AC Ove 16 AC Ove 17 AC Grin 18 3/4"-0" 19 3/4"-0" 10 Cement 10 Triffic C 11 Triffic C 12 Valenth in 14 Differing 15 Unifering 16 Unifering 17 Unifering 17 Unifering 18 Unifering	lobilization (Max 5%)	0.03		LS	1	\$	174,500.00		\$ 5,618.90	
4 Found 8" PV 5 Class 8" PV 6 0-12 8" PV 7 0-12 8" PV 8 Over 8" PV 9 Class Horizo 10 Set-up Horizo 11 8" HOI 12 Set-up Horizo 13 8" HOI 14 Class 16 PVC 1 15 Class 16 PVC 1 16 PVC 1 17 8791 S 18 Imperv 48" Sta 19 0-12 fe 48" Sta 19 0-12 fe 20 All Dep 60" Sta 21 All Dep 22 Standa 23 Extra D 24 Connec 25 Connec 26 Erosion 27 Restors 28 Temp A AC Trer 29 Thick AC Trer 29 Thick AC Trer 30 Thick AC Trer 31 Thick AC Trer 32 Thick AC Trer 34" Thick AC Trer 35 Thick AC Trer 36 Thick AC Trer 37 AC Grin 38 Temp A 34" Thick AC Trer 38 Temp A 34" Thick AC Trer 39 Thick AC Trer 30 Thick AC Trer 30 Thick AC Trer 31 Thick AC Trer 32 Thick AC Trer 33 Temp A 34" Thick AC Trer 34" Thick AC Trer 35 AC Ove 36 AC Ove 37 AC Grin 38 34" O' 39 34" O' 30 Cement 4 Thick 5 AC Ove 6 AC Ove	learing and Grubbing	0.00	32	LS	1	\$	60,000.00	Π	\$ 1,932.00	**
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AC Trer Thick AC Trer Line) 2' AC Trer A'' Thick AC Trer 3' Thick AC Trer 4" Thick AC Trer 6' AC Ove AC Ove AC Ove AC Ove 7' AC Grin 8' 3/4"-0" 9' 3/4"-0" 0' Cement 1' Traffic C 2' Waterlin 3' 4-inch th	\				ł				i	
1 Thick AC Trer 12 Line) 2' AC Trer 3 4" Thick AC Trer 4" Thick AC Trer 5 AC Ove 6 AC Ove 6 AC Ove 7 AC Grin 8 3/4"-0" 9 3/4"-0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	Trench Restoration - (Main Line) 2"	60	4	<u>LF</u>	1	\$	13.00	\$	780.00	
AC Trer Line) 2' AC Trer A' Thick AC Trer 4 2" Thick 5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 9 3/4"- 0" 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing		_	1	_	ŀ	_	1		Ī	
12 Line) 2' AC Trer 3 4" Thick AC Trer 4 2" Thick 5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing		0	4	LF.	4	\$	8.00	\$		
AC Trer 4" Thick AC Trer 4 C Trer 5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	(and the last terms of the la	* _	1	_ \	١	_	1	ŀ	7	
3 4" Thick		0	╄	SY	1	\$	11.00	\$		
AC Trer 4 2" Thick 5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 1 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing		-	ı	1	1	_	_			
4 2" Thick 5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 1 9 3/4"- 0" 1 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	Trench Restoration - (Service Lat.)	0	1_	LF.	1	\$	15.00	\$		
5 AC Ove 6 AC Ove 7 AC Grin 8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing			1		ļ	_	[
AC Ove. AC Grin. 3/4"- 0" 3/4"- 0" Cement Traffic C Waterlin 4-inch th		50	_	LF	-	\$		\$	400.00	*
7 AC Grin 8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing		1,215		SY		\$		_	9,720.00	*
8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	Overlay, 1-1/2" Thick	1,013	Ľ	SY	ļ	\$	7.00	\$	7,091.00	*
8 3/4"- 0" 9 3/4"- 0" 0 Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	Crind 3" Think (C. D.)		i	[Ţ		· T			
9 3/4"- 0" O Cement 1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	Grind- 2" Thick (S. P.)	0	-	SY	-	<u> </u>	5.50	\$		
O Cement Traffic C Waterlin 4-inch th Differing	- 0" Shoulder Rock	0	_	ิดก	Ŀ	\$	6.00	\$		
1 Traffic C 2 Waterlin 3 4-inch th 4 Differing	U Dase Rock	0	_	on		\$		\$		
2 Waterlin 3 4-inch th 4 Differing	nent Treated Base, 6" Thick	1,013	_	SY	_	\$		\$	4,305.25	•
3 4-inch th 4 Differing		0.032	\Box	LS	L	\$	40,000.00	\$	1,288.00	**
4 Differing	erline Collar Blocks - (S.P.)		E	EAT	Į į	\$	1,500.00	\$. 1	
	h thick Concrete sidewalk	0		SY		\$		\$		
	ring Site Conditions (S.P.)	0	-	Ls	τ	<u>* </u>		\$		
			۳.	 -	۲	Ψ	30,000.00	٠		— ∤
, ,	CONTINGENCY - MISC. QUANTITIES	0	-	LS	t	<u> </u>	50 000 00			—
<u> </u>	Allow words IIIIEO		-	" +	۲	φ	50,000.00	\$		
TO	TOTAL ESTIMATED CONSTRUCTION		_		╀			_		_
1	COST - 100% BES	Į		- 1	l		Į.	\$	105,179.55	- 1

	BASIC BID	OUANTET		 	Rotso		
	ITEMS	QUANTITY			NIT PRICE		TAL AMOUNT
1	Mobilization (Max 5%)	0.000	LS	\$	174,500.00	\$	<u> </u>
2	Clearing and Grubbing	0,000	LS	\$	60,000.00	\$	-
3	Rock Excavation - Trench (S.P.)	0	CY	1 \$	175.00	\$	
4	Foundation Material (S.P.)	0	CY	\$	40.00		_
<u> </u>	8" PVC Pipe.	 	-	╁┼╌		Ť	
5	Ciass A Backfill	l o	LF	s	29.00	\$	_
2	8" PVC Pipe, Class B Backfill,	<u> </u>	LF	14.0	25.00	۳-	
_				П.	50.00	۱.	0.000.00
0	0-12 feet deep	53	LF	1 \$	53.00	\$	2,809.00
	8" PVC Pipe, Class C Backfill,	1				١.	
7_	0-12 feet deep	279	LF	<u>\$</u>	40.00	\$	11,160.00
	8" PVC Pipe, Class C Backfill,			П		1	
8	Over 12 feet deep	10	LF	(\$	90.00	\$	900.00
	8" PVC Pipe,						
9	Class D Backfill	30	LF	s	150.00	3	4,500.00
-		 		HŤ		- -	.,
				11			
	Horizontal Directional Drilling,						
σ	Set-up through Restoration - Lat JC5	1 11	LS	\$	5,000.00	\$	5,000.00
_	Horizontal Directional Drilling,					_	
1	8" HDPE Installation -Lat JC5	745	LF	s	150.00	\$	111,750.00
-	Horizontal Directional Drilling.			ΗŤ		<u> </u>	
^		ا ا		ي ا	E 000 00		
_	Set-up through Restoration	0	EA	\$	5,000.00	\$_	
	Horizontal Directional Drilling,	ļ !				L	
3	8" HDPE Installation	0	LF	\$	130.00	\$_	
	4" PVC Pipe, Service Lateral					1	
4	Class A or C Backfill	o	LF	. \$	54.00	\$	
_	6" PVC Pipe, Service Lateral			ΠŤ			
r	Class A or C Backfill	o	LF	l s	40.00	\$	_
	PVC Tees	ö	EA	\$	87,00		
	8791 SE 55th Service Lateral						
		0	LS	\$	20,000.00	\$	
8	Impervious Barrier	0	EA	\$	700.00	\$	
	48" Standard Manhole			Į.			
9	0-12 feet deep	5	EA.	\$	2,740.00	\$	13,700.00
	48" Standard Manhole			Т			
o	All Depths with CDF backfill	0)	EA	S	3,800.00	s	-
Ť	60" Standard Manhole			1			· · · · · · · · · · · · · · · · · · ·
1	All Depths with CDF backfill	اه	EA	\$	5,400.00	\$	_
	Standard Cleanout - 8"	ă	EA	ŝ	170.00		
		15				_	1,725.00
	Extra Depth Manhole - 48" Dia		LF	\$	115.00	\$	1,725.00
	Connect to Exist MH	0	EA	\$	575.00		
	Connect to Exist Lents Trunk	1	EA	\$	2,275.00	\$	2,275.00
6	Erosion Control	0.000	LS	\$	12,000.00	\$	-
7	Restoration of Landscaping	0	LS	\$	30,000.00	\$	-
8	Temp AC Trench- 2" Thick	0	SY	\$	12.00	\$	-
=	AC Trench Restoration - (Main Line) 6"			Ť		-	
_		ام			20.00		
g	Thick	0	LF	\$	20.00	\$	<u> </u>
_	AC Trench Restoration - (Main Line) 4"	[1	1.		۱.	
2		60	LF .	\$	13.00	\$	780.00
	AC Trench Restoration - (Main Line) 2"			1			
1	Thick		LF_	\$	8.00	\$	
	AC Trench Restoration - (Outside Main			丁			
2	Line) 2" Thick	اه	SY	s	11.00	\$	_
_	AC Trench Restoration - (Service Lat.)		,	╅		<u> </u>	<u>~</u> _
,	4" Thick	0	این	\$	15.00	\$	_
٥		- · ·	LF		15.00	-	
	AC Trench Restoration - (Service Lat.)	_ [۱.	
3	2" Thick	0	LF	- \$	8,00		
5_	AC Overlay, 2" Thick	333	SY	\$	8.00		2,664.00
3	AC Overlay, 1-1/2" Thick	o i	SY	\$	7.00	\$	
		1		T			
7	AC Grind- 2" Thick (S. P.)	23	\$Y	\$	5.50	\$	126.50
	3/4"- 0" Shoulder Rock	0	Ton	\$	6.00		-
	3/4"- 0" Base Rock		Ton	Š	6.00	_	
			SY	_	4.25	_	<u>:</u> _
	Cement Treated Base, 6" Thick	0 000		\$			· · · · · · · · · · · · · · · · · · ·
L		0.000	LS	\$	40,000.00	\$	
2	Waterline Collar Blocks - (S.P.)	0	EA	\$	1,500.00	\$	
	4-inch thick Concrete sidewalk	Ö	SY	\$	100.00	\$	-
_	· · · · · · · · · · · · · · · · · · ·			_		\$	
4	uniering alte COMMINGIS (3.5.)	0	L\$	\$	50,000.00	⊢ *−	
				1		 _	
	CONTINGENCY - MISC. QUANTITIES		LS	\$	50,000.00	\$	
- 1				┸		L	
_	CONTRACTOR CONTRACTOR CONCERNIATION	·		1.7		I	
	SUBTOTAL ESTIMATED CONSTRUCTION			•			

UNIT PRICE ITEMS ATTRIBUTED TO LINES THAT ARE SHARED BY BES AND WES

Cost of Shared Lines BES/WES Portion Total Construction Cost	\$157,390 \$3,199,958	Cost %			
Law that Obard 1 to 2 (60			0.0492	A	
Length of Shared Lines (ft) BES/WES Portion	1,137			Average 0.0532	will be applied to non-asset construction cost items
Total Length Pipe - Mainline	19,839	Pipe %			
- '	-	,	0.0573		

Γ	BASIC BID			-,	- -		sa Fee	la a	
	ITEMS	QUANTITY	+	+	116	IT PRICE	chy i		┵-
T	Mobilization (Max 5%)	0.05	3 LS	+	S	174,500.00		NUOMA JATO	
	Clearing and Grubbing	0.05			_			9,300.8	
	Rock Excavation - Trench (S.P.)		0 0	_	\$	60,000.00		3,198.00	, ~
	Foundation Material (S.P.)		8 6		3	175.00 40.00			4-
	8" PVC Pipe,	+	4	-	+*	40.00	3		+
	Class A Backfill		o LF	.	13	29.00	s		
	8" PVC Pipe, Class B Backfill,	- 	* - '	╅	╅	25.00	+*	<u>-</u> _	
1.5		5	3 LF	١,	1 \$	53.00	\$	2,809.00	, .
Ι.	8" PVC Pipe, Class C Backfill,	1	1	7	1		Ť		+
1-7		27	9 LF	_	\$	40.00	\$	11,160.00	٠ ا
1.	8" PVC Pipe, Class C Backfill,	1	Т	Т	T		Т		+
8		3	OLLF		\$	90.00	\$	2,700.00	
9	8" PVC Pipe, Class D Backfill	1		Т	Ι'''				1
⊢≞	Class D Backfill	3	O LF	\perp	\$	150.00	\$	4,500.00	*
		1		1	1				1
1	Horizontal Directional Drilling,]	1	1	1				1
10	Set-up through Restoration - Lat JC5	<u></u>	1 LS	-	8	5,000.00	\$	5,000.00	*
۱.,	Horizontal Directional Drilling,			7			Ť	-,	 -
11	8" HDPE Installation -Lat JC5	74	LF	L	\$	150,00	\$	111,750.00	
1	Horizontal Directional Drilling,			T	Γ		1		T
12	Set-up through Restoration	<u> </u>	<u>EA</u>		\$	5,000.00	\$	_	1
1	Horizontal Directional Drilling, 8" HDPE Installation	1		T					1-
1		<u> </u>) LF	1	\$	130.00	\$	-	ł
1 44	4" PVC Pipe, Service Lateral	1		T	J				T_
1-14	Class A or C Backfill		LF	\perp	\$	54.60	\$		1_
15	6" PVC Pipe, Service Lateral Class A or C Backfill	1		1	!		П		
	PVC Tees			_	\$	40.00			ì_
	8791 SE 55th Service Lateral			4	\$	87.00	\$		\Box
18	Impervious Barrier			4	\$	20,000.00			
	48" Standard Manhole	 	EA	╁-	\$	700.00	\$		Ļ.,
19	0-12 feet deep	j	EA		\$	0.710.00	١.		١.
	48" Standard Manhole	 	EA	┿	3	2,740.00	\$	13,700.00	 -
20	All Depths with CDF backful		EA	L	s	3,800.00	s		1
[_	60" Standard Manhole	<u>-</u>	[-^	Н	*	3,600.00	₽-		 -
21	All Depths with CDF backfill		EA	Н	s	5,400.00	S .		i
22	Standard Cleanout - 8"	ŏ		+	\$	170.00	\$	 -	├ ~
23	Extra Depth Manhole - 48" Dia	15		H	\$	115,00		1,725.00	 .
	Connect to Exist MH	0		Ħ	\$	575.00		- 1,140.00	├
	Connect to Exist Lents Trunk	1		П	\$	2,275.00		2,275.00	
	Erosion Control	0.053	LS	П	\$	12,000.00	\$	639.60	**
27	Restoration of Landscaping	0	LS	П	\$	30,000.00	\$		
128	Temp AC Trench-2" Thick	0	SY	\Box	\$	12.00	\$	-	
30	ACT:			П					
<u> 29</u> .	AC Trench Restoration - (Main Line) 6" Thick	0	LF	Ш	\$	20.00	\$	-	
30	AC Trench Restoration - (Main Line) 4" Thick			П					
⊦⋍	AC Trench Restoration - (Main Line) 4" Thick	60	LF	Ц	\$	13.00	\$	780.00	[<u>*</u>]
31	AC Trench Restoration - (Main Line) 2" Thick	_		П	_				
"	AC Trench Restoration - (Main Line) 2" Thick AC Trench Restoration - (Outside Main Line) 2"	0	LF	Н	\$	8.00	\$		
32	Thick	_	601	H	٠	ا ــ ر	_	7	1
		0	SY	H	\$	11.00	\$		
33	AC Trench Restoration - (Service Lat.) 4" Thick	. 0	LF	П	\$	45.00	•	i	ł
	Together For 11110K		LF	H	<u>* </u>	15.00	\$		
34	AC Trench Restoration - (Service Lat.) 2" Thick	اه	ĹF	l	\$	8.00	\$	ļ	- 1
35	AC Overlay, 2" Thick	333	SY	H	\$	8.00	\$	2,664.00	
36	AC Overlay, 1-1/2" Thick	- 300		+	\$	7.00	\$	2,004.00	
			1	+	*	7.00	Ψ		
37	AC Grind-2" Thick (S. P.)	23	SY	Н	\$	5.50	\$	126.50	. 1
38	3/4"- 0" Shoulder Rock	Ö	Ton		\$		<u>*</u>	120.00	1
39	3/4"- 0" Base Rock	0	Ton		\$	6.00			
#	Cement Treated Base, 6" Thick	0	SY	1	\$		\$		
	Traffic Control	0.053	LS	\mathbf{I}	\$	40,000.00		2,132.00	
	Waterline Collar Blocks - (S.P.)	0	ĒΑ		\$	1,500.00	3	-	_1
	4-inch thick Concrete sidewalk	O	SY	Ι	\$	100.00	\$		\neg
44	Differing Site Conditions (S.P.)	0.26	LS	Τ	\$		\$	13,035.91	
				Ť				15,550,57	1
	CONTINGENCY - MISC. QUANTITIES	0	LS	1	\$	50,000.00	\$		-1
	TOTAL FORWARD			Τ			_		-1
	TOTAL ESTIMATED CONSTRUCTION COST-			T					٦
1	50% BES & 50% WES			L			\$	187,495.86	- 1
		· · · · · · · · · · · · · · · · · · ·							



AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE PAYMENT OF SANITARY SEWER SYSTEM DEVELOPMENT CHARGES AND FINANCIAL CONTRIBUTIONS TO REDUCE THE COST OF ASSESSMENTS IN THE NORTH CLACKAMAS URBAN RENEWAL DISTRICT BETWEEN THE CLACKAMAS COUNTY DEVELOPMENT AGENCY AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Explanation Of The Amendments: On January 17, 2008 the Clackamas County Development Agency (the "Agency") and Clackamas Service District No. 1 (the "District") entered into an intergovernmental agreement ("January 17, 2008 IGA") for the payment of sanitary system development charges for the North Clackamas Revitalization Area Urban Renewal District ("NCRA"). A major element in the January 17, 2008 IGA was anticipating the consequences of whether or not the City of Milwaukie ("Milwaukie") would through annexation elect to provide services to a portion of the NCRA. Since the execution of the January 17, 2008 IGA Milwaukie has chosen to provide service in the Dual Interest Area. The Agency has also elected to provide an additional financial contribution to the District's sewer project to reduce the cost of assessments. The purpose of the amendments set out below is to declare the consequences of Milwaukie's annexation upon the rights and duties of the Agency and the District and to declare the rights and duties of the Agency and the District regarding the Agency's financial contribution to reduce the cost of assessments.

RECITALS

- A. The Agency has an urban renewal district, the North Clackamas Revitalization Area.
- B. A project under the NCRA Urban Renewal Plan and Design Plan is to facilitate the process of providing sanitary sewers to those areas of the NCRA now served by septic systems. A map and boundary description of the NCRA is attached to this document as Exhibit "A".
- C. The District has annexed a portion of the NCRA in order to provide sanitary sewer service. The City of Milwaukie will provide sanitary sewers in the area of the NCRA

designated the Dual Interest Area (the "DIA") during the term of this Agreement. A map depicting the District service area and the DIA is attached to this document as Exhibit "B".

D. The Agency and the District, as units of government of Clackamas County, have the ability and obligation to work together to efficiently provide services to Clackamas County citizens.

NOW, THEREFORE, AS THE AGENCY DESIRES TO FACILITATE THE PROCESS OF PROVIDING SANITARY SEWERS TO THOSE AREAS OF THE NCRA NOW SERVED BY SEPTIC SYSTEMS, AND THE DISTRICT WISHES TO PROVIDE SANITARY SEWERS TO THOSE AREAS OF THE NCRA WITHIN ITS JURISDICTION, THE AGENCY AND THE DISTRICT AGREE AS FOLLOWS:

- 1. Purpose: The purpose of this Agreement is to provide a mechanism for the Agency to implement the NCRA Urban Renewal Plan and Design Plan by paying for the sewer system development charges associated with the District's connections to residential dwellings and non-residential developed lots in the NCRA and by providing a financial contribution to the project to reduce the cost of final assessments levied on properties receiving sewer service, and for the District to realize the efficiencies associated with the expeditious connection to the sewers the District plans to construct in the area.
- 2. The obligations of the Agency: The Agency will make an initial payment to the District of two million six-hundred thirty-nine thousand five hundred sixty dollars (\$2,639,560) for sewer system development charges, representing 1,199.8 Equivalent Dwelling Units (EDUs). The initial payment will be in the form of a promissory note (the "Note") attached to this document as Exhibit "C". The Agency will make a second payment to the District of one million one-hundred ninety-eight thousand and seven-hundred fifty dollars (\$1,198,750) as a financial contribution to the project to reduce the cost of final assessments. The second payment will be in the form of immediately bankable funds payable by July 15, 2011.
- 3. The obligations of the District: The District will accept the Note as prepayment of a single sewer system development charge (the "SDC") at the rate of one (1.0) EDU per single family dwelling, including condominiums, and each developed lot not containing a dwelling, requiring a new connection to the District's sanitary sewers within the NCRA. The District will also accept the Note as prepayment of SDCs at the rate of 0.8 EDUs per unit for duplexes, triplexes, multi-family structures, mobile homes and manufactured homes requiring a new connection to the District's sanitary sewers within the NCRA. The District will accept the second payment as a financial contribution to reduce the cost of final assessments levied on properties receiving sewer service. The District will accept the payments according to the following terms.

4. Annexation

- 4.1. The terms of this Agreement only apply to those portions of the NCRA within the District's jurisdiction.
- 4.1.1. The District agrees that the principal amount of the Note was calculated, with the assistance of the District, on the basis of the number of dwelling units and non-residential developed lots with the potential to connect to a system of sanitary sewers in the area of the NCRA to be served by the District. The District agrees that the amount of the second payment was calculated, with the assistance of the District, on the basis of the number of lots expected to receive final assessments for the provision of sewer service.
- 4.1.2 The District agrees that, based on the City of Milwaukie's decision to provide sanitary sewer service to the DIA and the extension of SDC credits to all dwellings, it is necessary to recalculate the balance of the Promissory Note held by the District, as discussed below, for payment of sewer system development charges pursuant to the January 17, 2008 IGA. The Agency's financial contribution to the sewer project to reduce final assessments is also based only on the portion of the NCRA served by the District and does not include the DIA.
- 4.1,2.1. The District and the Agency have identified and agreed as to the number of dwelling units and non-residential developed lots with the potential to connect to sewer service within that portion of the NCRA in the District. A total of one thousand sixty-seven (1,067) single family dwellings and non-residential developed lots with potential new connections have been identified, qualifying for 1,067 EDU credits. Forty-two (42) multi-family residential lots containing a total of 161 multi-family housing units and four (4) single family residences have been identified. These multi-family residential lots qualify for a total of 132.8 EDU credits (161*0.8 = 128.8 EDUs for multi-family units plus 4 EDUs for single family residences). The total number of EDU credits is one thousand one hundred ninety-nine and eight-tenths (1,199.8). For purposes of this IGA, multi-family dwelling shall mean duplexes, triplexes, buildings with four or more dwelling units, mobile homes or manufactured homes. This requires a financial contribution from the Agency of two million six hundred thirty-nine thousand five hundred sixty dollars (\$2,639,560) for sewer system development charges (1,199.8 (EDUs) * \$2,200 per eligible EDU).

The District and the Agency have identified nine hundred fifty-nine (959) properties as being subject to assessments for the provision of sewer service. This requires a second financial contribution from the Agency of one million one hundred ninety-eight thousand seven hundred fifty dollars (\$1,198,750) to reduce the cost of final assessments.

The District and the Agency agree that the number of dwellings units and nonresidential developed lots with the potential to connect to sewer service and the number of properties subject to assessments are those known at the time of this Agreement and that these numbers may be subject to change upon completion of the sewer project. Any change in the total number of dwelling units and non-residential developed lots with the potential to connect to sewer service or the number of properties subject to assessments upon completion of the sewer project, requiring an adjustment of the Agency's financial contributions, shall be subject to the mutual agreement of the District and the Agency.

5. The Administration of the Program.

- 5.1. The first benefit is payment of \$2,200 for a single sewer system development charge (the "SDC") for each single family dwelling, including condominiums, and for each developed lot not containing a dwelling, requiring a new connection to the District's sanitary sewers within the NCRA. The first benefit will also serve as payment at the rate of 0.8 EDU per dwelling unit (\$1,760) for each multi-family dwelling unit requiring a new connection to the District's sanitary sewers within the NCRA. The second benefit is a payment of \$1,250 to reduce the cost of final assessments for each property subject to an assessment as part of the assessment district created for provision of sewer service by the District. The amended principal amount of the Note for the first benefit, two million six hundred thirty-nine thousand five hundred sixty dollars (\$2,639,560) shall be held by the District as a balance to be reduced by sewer system development charges imposed for connection to the District's system within the NCRA.
- 5.1.1. The only sewer system development charges which may qualify to reduce the balance of the funds securing SDC payments are those attributable to a single connection to a single family dwelling or a developed non-residential lot, or the EDUs associated with the sewer service connections required to multi-family dwelling units. For the purposes of this Agreement, a "non-residential developed lot" is a property which is assessed, according to the assessment and tax roll of Clackamas County, as an improved property that does not contain a residential dwelling, with buildings and structures having an assigned a real market value equal to, or greater than, fifty thousand dollars (\$50,000).
- 5.1.2. The sewer system development charge to be applied is the rate in effect as of the execution of the January 17, 2008 IGA, two thousand two hundred dollars (\$2,200) per equivalent dwelling unit (EDU).
- 5.1.3. Only one EDU per single family dwelling or non-residential developed lot may qualify for a single sewer system development charge of two thousand two hundred dollars (\$2,200.00). Multi-family dwellings, including mobile homes and manufactured homes may qualify for a system development charge of one thousand seven hundred sixty dollars (\$1,760) per dwelling unit, at the rate of 0.8 EDUs per unit per the District's regulations as of the date of this Agreement. Only dwelling units in existence as of the date of this amended and restated IGA shall be eligible for the SDC credit. To the extent a non-residential developed lot may be assessed more than one sewer system development charge (e.g. a business rated to produce more than one equivalent dwelling unit of wastewater at its point of connection), or a lot is

assessed sewer system development charges in addition to those applicable to dwelling units, the remaining sewer system development charges shall be paid by the property owner at the then-current rate for such system development charges.

- 5.1.4. The ability to qualify for a sewer system development charge of two thousand two hundred dollars (\$2,200) per EDU shall only exist for a period of five (5) years from the completion date of the sewer project, as reasonably determined by the District. Connections made after five (5) years are eligible for the \$2,200 per EDU credit, but the beneficiary shall be responsible for paying the District the difference between the credited amount and the actual sewer system development charge in place at the time the beneficiary connects to the District's sewer system.
- 5.2. The District acknowledges that the sewer system development charge that would otherwise be imposed per dwelling unit or non-residential developed lot within the NCRA may change before the balance created by the Note is exhausted.
- 5.2.1. The District agrees that, despite the sewer system development charge that would otherwise apply, to not impose a rate higher than two thousand two hundred dollars (\$2,200) per EDU until five (5) years after the completion date of the sanitary sewer system in the NCRA for eligible dwellings and non-residential developed lots.
- 5.3. The Agency specifically agrees that the obligation of the District to accept a rate no higher than two thousand two hundred dollars (\$2,200) per EDU in the NCRA exists only insofar as the terms of this Agreement and the balance created by the Agency's payment. The Agreement does not reach, and has no effect on, the manner and amount by which the District otherwise imposes its sewer system development charges. No part of this instrument shall entitle the Agency to any share, interest, or participation in the management of sanitary sewers in the NCRA other than the right to use and enjoy the same under the existing ordinances of the District.
- 5.4. The District and the Agency agree that the payment of the sewer system development charges by the Agency is conditioned on the beneficiary of such payment not selling or otherwise disposing of the subject property (excluding will or intestate transfers)(a "Restricted Transfer") for a period of five (5) years after such payment is credited to the beneficiary's property account. If the beneficiary does execute a Restricted Transfer, the beneficiary shall be responsible for reimbursing the District for the difference between the credited amount as paid by the Agency and the actual sewer system development charge rate in place at the time the beneficiary connected to the District's sewer system (the "Restricted Transfer SDC Payment"). The parties agree that, to create a security right with respect to a Restricted Transfer, the District may file a lien calling for the payment of the Restricted Transfer SDC Payment upon the occurrence of a Restricted Transfer.
- 5.4.1. The lien shall be placed on the developed lot at or about the time the developed lot is connected to the system of sanitary sewers. A property owner of a

developed lot who refuses to accept the lien may, at the reasonable discretion of the District in consultation with the Agency, not qualify for the payment of sewer system development charges by the Agency according to this Agreement.

- 5.4.2. The life of the lien shall be five (5) years following the connection of the developed lot to the system of sanitary sewers.
- 5.4.3. Any amounts recovered through such liens shall be the exclusive property of the District.
- 5.5 The District shall account for the Agency's second payment of one million one hundred ninety eight thousand seven hundred fifty dollars (\$1,198,750) for reduction of final assessments. The District shall use these funds to reduce the final assessment of each property receiving an assessment by approximately one thousand two hundred fifty dollars (\$1,250).
- 5.6. The District shall, in a manner consistent with its procedures and practices, account for the balance created by the Agency's payment for the sewer system development charges and its depletion through the imposition of sewer system development charges imposed as a condition for connection to the District's sanitary sewers in the NCRA. The District shall also keep a record of the properties receiving a reduced final assessment as a result of the Agency's financial contribution to reduce the cost of final assessments levied on properties receiving sewer service. The District shall, upon reasonable notice, make its records available for inspection by the Agency.
- 5.7. The District shall not impose any fees on property owners within the NCRA for participation in the program, including processing charges and participation payments, without the express permission of the Agency; provided, however, that such limitation shall not prevent the District from charging its customary fees and rates for all similarly-situated potential or actual customers of the District.
- 6. Term: This Agreement shall be effective upon execution, and shall expire upon the depletion of the balance created by the payment of the Agency for sewer system development charges for connection to eligible developed lots in the NCRA and the crediting of the Agency's contribution to reduce the cost of final assessments levied on all properties receiving an assessment for sewer service. If, at the end of the fifth year following the completion date of the system of sanitary sewers in the NCRA, all eligible properties have not connected to the sanitary sewer system, the District shall provide written documentation that the remaining eligible properties will be credited the appropriate amount upon connection. If, after crediting of eligible properties, there is any balance remaining attributable to the Agency's payment of the two million six hundred thirty-nine thousand five hundred sixty dollars (\$2,639,560) for sewer system development charges or the one million one hundred ninety eight thousand seven hundred fifty dollars (\$1,198,750) to reduce final assessments, that amount shall be remitted to the Agency. The District may retain any and all interest earned.

7. Default and Termination.

- 7.1. Default: The failure or delay by either the District or the Agency to perform any term or provision of this Agreement constitutes a default under this Agreement.
- 7.1.1. The injured party shall give written notice of default to the party in default, specifying the default complaint of the injured party.
- 7.1.2. If the party in default commences to cure, correct, or remedy the default within thirty (30) days after receipt of a notice specifying the default, and thereafter diligently prosecutes the cure, correction, or remedy to completion, then such party shall not be in default.
 - 7.1.3. Default shall be grounds for the termination of this Agreement.
- 7.2. Termination: This Agreement may be terminated prior to the expiration of its term by default or the mutual written agreement of the District and the Agency.
 - 7.2.1. The termination of the Agreement becomes effective-
- 7.2.1.1. In instances of termination according to mutual written agreement, according to the specific terms of that document; or
- 7.2.1.2. In instances of default, seven (7) days after the injured party's notice to the defaulting party of the defaulting party's failure to cure, correct, or remedy the default.
- 7.2.2. Neither the District nor the Agency shall incur any new obligations after the effective date of the termination, and each shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- 7.2.3. If upon termination there is any balance remaining from either the two million six hundred thirty-nine thousand five hundred sixty dollars (\$2,639,560.00) paid by the Agency for sewer system development charges or the one million one hundred ninety eight thousand seven hundred fifty dollars (\$1,198,750) paid by the Agency to reduce the cost of final assessments, the District shall, upon the Agency's demand, remit that sum to the Agency. The District may retain any and all interest earned to date. The Agency shall notify NCRA residents of any actual or potential impacts to sewer SDC rates or sewer project assessments as a result of the termination of this Agreement.

8. Miscellaneous.

- 8.1. Dispute Resolution: Any dispute between the Agency and the District not capable of being resolved by their respective directors shall be decided by the County Administrator or the Administrator's delegee.
- 8.2. Merger: This Agreement and the attached exhibits constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 8.3. Amendment: Modifications, amendments, or change of terms of this Agreement shall be made by mutual consent of the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing.
- 8.3.1. The District and the Agency acknowledge and agree that, in the event that it is necessary to amend this Agreement, the necessary approval is delegated to the District's Director and the Agency's Manager.
- 8.3.2. Any waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 8.4. Waiver: The failure of the District or the Agency to enforce any part of this Agreement shall not constitute a waiver of that or any other provision.
- 8.5. Notice: Any notice required or permitted under this Agreement shall be given in writing, shall be effective when actually received, and may be given in any manner consistent with communication between units of county government. Until such time as the parties name other individuals, for purposes of providing notice under this Agreement the parties designate the individuals set out below:

For the Agency: Ken Itel

Clackamas County Development Agency

150 Beavercreek Road Oregon City, OR 97045

503-742-4324

For the District: Kathy Frasier

Water Environmental Services

150 Beavercreek Road Oregon City, OR 97045

503-742-4366

- 8.6. Severability: In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- 8.7. Indemnification: The District and the Agency, as units of a common county government, agree, consistent with the Oregon Constitution and laws, to work to hold each other harmless and indemnify the other, and elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character arising on account of personal injuries, death, or damage to property caused by or resulting from their own actions or omissions or those of their officials, agents, and employees.
- 8.8. Overhead and Administration: The District and the Agency shall each be responsible for their own overhead and administrative costs relating to this Agreement, and not look for reimbursement from one to the other.
- 8.9. Compliance with the law and notice of action: The District and the Agency agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Each party shall give the other immediate written notice of any action or suit filed or any claim made against them that may result in litigation in any way related to this Agreement.
- 8.10. No third party beneficiaries: While the Agency and the District intend, as a natural consequence of their actions, to improve the NCRA for the benefit of its inhabitants, there are no third party beneficiaries to this Agreement. The only parties able to enforce its terms are the Agency and the District.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties have executed this Amended and Restated Agreement by the date set forth opposite their names below.

Clackamas County Service District No. 1

Director, Water Environment Services

Clackamas County Development Agency

Dan Jøhnson

Development Agency Program Supervisor

INTERAGENCY AGREEMENT

Between

CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES DEPARTMENT COMMUNITY DEVELOPMENT DIVISION, CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

And

CLACKAMAS COUNTY DEVELOPMENT AGENCY

I. PURPOSE

- A. This Agreement provides the basis for a cooperative working relationship between the Clackamas County Community Development Division, herein referred to as CDD, Clackamas County Service District No. 1, herein referred to as CCSD#1, and Clackamas County Development Agency, herein referred to as CCDA, to utilize available Community Development Block Grant (CDBG) and Development Agency funds for a Sewer Hook-Up Grant Program in the North Clackamas Revitalization Area (NCRA). This Project would continue a residential sanitary sewer improvements program in the CCSD#1 service areas of the NCRA. The residential homeowner's would directly enter into a contract for work with a general contractor, from CDD's Select Bidders List. The Project decommissions cesspools and septic systems and facilitates connections to the new sewer improvements in the Public Right-of-Way. The service area for the project is limited to the area included on the Map as Exhibit B. This is hereinafter referred to as the PROGRAM.
- **B.** The PROGRAM is an eligible housing activity under the CDBG national objective to benefit homeowners that qualify as low-and moderate-income levels. The PROGRAM is designed to income qualify each household as provided in a descriptive narrative as attached in Exhibit A.

II. SCOPE OF WORK AND COOPERATION

- A. CCDA Responsibilities:
 - 1. CCDA shall provide all necessary supervisory and administrative support to assist CDD with the completion of the PROGRAM.
 - 2. CCDA shall assist the CDD in performing any appropriate community information activities.
 - 3. CCDA shall provide all other necessary information and services under its control.
 - 4. CCDA shall complete and submit the Project Match Funds Report, see ATTACHMENT A. This report will be required for 2012 and 2014 fiscal years (July 1, 2012 to June 30, 2013, and July 1, 2014 to June 30, 2015).

CDD/ CCDA/ CCSD#1 Interagency Agreement

North Clackamas Revitalization Area Street Improvements PROGRAM - Phase II (#53234)

B. CCSD#1 Responsibilities:

- 1. CCSD#1 shall provide all necessary supervisory, technical and administrative support to assist CDD with the completion of the PROGRAM.
- 2. CCSD#1 shall assist the CDD in responding to potential applicants' questions, verifying property address and ownership, and performing appropriate community information and outreach.
- 3. CCSD#1 shall provide all other necessary information and services under its control.

C. CDD Responsibilities:

- 1. CDD shall apply CDBG funds for design and construction of the PROGRAM.
- 2. CDD will assist CCSD#1 and CCDA in preparing bid documents to comply with CDBG regulations.
- 3. CDD shall conduct an environmental assessment of the PROGRAM as required by applicable federal regulations 24 CFR 570.604.
- 4. CDD shall only use Contractors from the Select Bidders List for the PROGRAM. This list was created from a Request For Qualifications process and shall be maintained by CDD.
- 5. CDD will appropriately bid and contract for construction of the PROGRAM and, with the advice of CCSD#1 and CCDA, will approve changes, modifications, or amendments as necessary to serve the public interest.
- 6. CDD shall assign personnel the following duties:
 - 1. Complete an Initial Property Inspection;
 - 2. Prepare Loan Documents;
 - 3. Approve Loans for qualified applicants.
- 7. CDD will assign a Rehab Advisor the following duties
 - 1. Bid the Projects;
 - 2. Be the liaison between Homeowner and General Contractor to sign, start and complete the Construction Contract;
 - 3. Work with Homeowner regarding Customer Services issues;
 - 4. Award the Projects after Homeowner selects General Contractor from Select Bidders List of which shall be the lowest responsive/ responsible bidder;
 - 5. Hire the lowest General Contractor from Select Bidders List;
 - 6. Conduct a Pre-Construction Meeting for the Projects;
 - 7. Issue the Notice to Proceed to General Contractor;
 - 8. Conduct Inspections as needed, as well as a Final Inspection with Property Owner(s);

- 9. Process Pay Request using CDBG funds and CCDA funds;
- 10. Relinquish payment of funds to the General Contractor upon complete of the work and sign-off of the permit assigned to the subject property with a successful inspection of the work and approval by CCDA.
- 8. CDD will assign a Project Coordinator the following duties:
 - 1. Oversee and track CDBG PROGRAM Budget;
 - 2. Update CCDA regarding level of CDBG PROGRAM Budget;
 - 3. Inform CCDA when CDD funds are exhausted for the PROGRAM.
- 9. CDD agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROGRAM.

D. Joint Responsibilities

- CDD, CCSD#1 and CCDA shall jointly review all necessary documents (i.e. letter mailings, customer-client and general contractor contracts) submittals, materials for the PROGRAM.
- 2. Upon execution of this Agreement CDD, CCSD#1 and CCDA will, at the earliest mutually convenient time, jointly determine the scope of the improvements to be made, a schedule for implementation of the PROGRAM.
- 3. In the event not all planned improvements can be made with available funds CDD, CCSD#1 and CCDA will jointly determine the priority of the improvements.

III. PROJECT BUDGET

- A. CCDA agrees to be responsible for payment to CDD matching funds totaling the greater of:
 - (a) Twenty percent (20%) of the total cost of the PROGRAM including associated fees with the sanitary sewer work, construction cost, and construction oversight, or
 - (b) All costs for construction and fees which exceed available CDBG funds budgeted for the PROGRAM.
- **B.** CDD will apply CDBG funds in the amount not to exceed \$75,000 in FY 2012-13 and \$130,000 in FY 2014-15. FY 2012-13 is July 1, 2012 to June 30, 2013 and FY 2014-15 is July 1, 2014 to June 30, 2015. The obligations of the CDD are expressly subject to CDD receiving funds from HUD for this project, and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- C. Upon receipt of written notification from CDD, CCDA shall provide payment within thirty (30) consecutive calendar days for the Project Number of <u>05570-53234</u> to CDD through the following COUNTY office:

Attn: Toni Hessevick Public Services Building-Department of Finance

2051 Kaen Road, Fourth Fl. Oregon City, OR 97045

IV. PROGRAM SCHEDULE

Per 24 CFR 570.902 all parties hereby agree to make all reasonable efforts to utilize available CDBG funds to complete the improvements to be implemented under the terms of this Agreement during the designated construction seasons, FY 2012-13 and 2014-15.

V. LIAISON RESPONSIBILITY

Steve Kelly and Robert Morris will act as liaison from CDD for this PROGRAM. Kenneth Itel will act as liaison from CCDA. Kathy Frasier will act as liaison from CCSD#1.

VI. SPECIAL REQUIREMENTS

A. Assignment and Subcontracting

Neither party to this Agreement shall assign any portion of work which is a part of this Agreement without the approval of the other party.

B. Conflict of Interest

- 1. Interest of Officers, Employees, or Agents No officer, employee, or agent of CDD, CCSD#1 or CCDA who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and CCDA as well as CCSD#1 shall take appropriate steps to assure compliance.
- 2. <u>Interest of Certain Federal Officials</u> No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. Program Benefit

The parties agree to implement the PROGRAM to give maximum feasible benefit to low and moderate income families and individuals.

D. Non Discrimination

CCSD #1 and CCDA shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. Availability of Funds

This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of CDD are also expressly subject to the County receiving funds from HUD for this PROGRAM and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD for this PROGRAM.

F. Other Federal Requirements

Other federal requirements which the parties agree to comply with include but are not limited to:

- 1. Procurement requirements which apply to professional services and construction contracts and are contained in 24 CFR Part 85 (the "Common Rule");
- 2. Citizen participation and CDBG application submission requirements contained in 24 CFR 570.301-305;
- 3. HUD labor standards provisions.

G. Non-Substitution for Local Funding

The CDBG funding made available under this Agreement shall not be utilized by CCDA to reduce substantially the amount of local financial support for drainage improvement activities below the level of such support prior to the availability of funds under this Agreement.

H. Public Information

CDD, CCSD#1 and CCDA shall cooperate in public information efforts, such as contacts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement, CCDA shall include information identifying the source of funds as the Clackamas County CDBG program.

I. Evaluation

CCDA and CCSD#1 agree to participate with CDD in any evaluation PROGRAM or performance report, as designed by CDD or the appropriate Federal department, and to make available all information required by any such evaluation process.

J. Audits and Inspections

CCDA will insure that CDD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts.

K. Retention of Records

Records relating to this PROGRAM shall be retained for a period of four (4) years after termination of this Agreement.

L. Citizen Participation

CCDA and CCSD#1 shall maintain records including narratives or other documentation describing the process used to inform citizens concerning the PROGRAM.

M. Acquisition/Relocation

If completion of the PROGRAM requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

VII. AMENDMENTS

This Agreement may be amended at any time with the concurrence of both parties. Amendments become part of this Agreement only after the written amendment has been signed by both parties and the County Chief Executive Officer.

VIII. TERM OF AGREEMENT

- A. This Agreement becomes effective when it is signed by both parties.
- **B.** The term of this Agreement is a period beginning when it becomes effective and ending upon expenditure of all CDBG funds.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by CDD in accordance with 24 CFR 85.43 resulting from material failure by CCDA to comply with any term of this Agreement, or;
 - 2. Mutual agreement by CCDA and CDD in accordance with 24 CFR 85.44.
- **D.** Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CCDA funds shall remain with CCDA and any unexpended balances of CDBG funds shall remain with CDD.

Clackamas County Service District No. 1	
Michael S. Krienzi, Director	
12/6/12	
Date	• • • • • • • • • • • • • • • • • • •
Clackamas County Development Agency	Clackamas County Community Development Division
The Got	Charles Single
Barbara Cartmill Agency Manager	Chuck Robbins, Director
) 2/10/21/2 Date	Date 12/11/12

CLACKAMAS COUNTY

Chair Charlotte Lehan Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas

Signing on Behalf of the Board.

Cindy Becker, Director

Health, Housing & Human Services Department

12/20/12

Date

ATTACHMENT A - CDBG PROGRAM Match Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Sewer Hook-up Program:

2012-13 & 2014-15 Match Funds	\$
SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g.	g. County CDBG, State FEMA, etc.)
	\$
	\$
	\$
	\$
	\$
	\$
State/Local Governmental Funding (e.g. State H	ousing Trust Funds, Local Assessment, etc.)
	\$
	\$
	\$
: 	\$
	\$
District Control English Department	
Private (including recipient) Funding Fund Raising/Cash	\$
Loans	\$
	\$ \$
Building Value or Lease Donated Goods	
New Staff Salaries	
Volunteers (\$5/hr)	
Volunteer Medical/Legal	\$
Other	\$
Prepared By: (Print name)	
Signature	Date

Exhibit A

NORTH CLACKAMAS REVITALIZATION AREA SEWER HOOK-UP GRANT PROGRAM

Clackamas County Community Development

Clackamas County Service District No. 1

Clackamas County Development Agency

Program Objectives:

The purpose of the Sewer Hook-Up Grant Program (Program) is to provide grants to low income homeowners who live in unsewered areas of the North Clackamas Revitalization Area (NCRA) served by Clackamas County Service District No. 1 (CCSD#1) to pay for private sanitary sewer improvements.

The Program does not pay for sewer assessments, system development charges or other connection charges, or monthly sewer fees. Homeowners should contact Water Environment Services, 503-742-4567, for information on available assistance programs for these costs and fees.

Eligible Properties:

Grant funds are limited and will be made on a first-come, first-served basis to eligible homeowners who live in unsewered areas of the NCRA served by CCSD#1.

Basic Grant Requirements:

Applicant must own or be buying property Owner must reside in property

Program Income Limits:

Current annual gross income limits are as follows:

Total Household Size	Maximum Annual Gross Income (effective May 2011) (80% of median)
1	40,350
2	46,100
3	51,850
4	57,600
5	62,250
6	66,850
7	71,450
8 .	76.050

What type of work is eligible?

Improvements include hiring a contractor(s) to re-plumb and connect the home to the public sanitary sewer and decommission their current on-site wastewater disposal system.

Application procedure:

Interested homeowners will contact Water Environment Services (WES), on behalf of CCSD#1, to initiate the process. WES staff will confirm initial property eligibility (property address is within the service area and property ownership) and, if the property appears to be eligible, will refer the property owner's name to Community Development (CD). CD will send the applicant an application, and the applicant will complete and return the application form by a specified date. If the applicant is eligible under the

NCRA Sewer Hook Up Grant Program, 2012

Exhibit A

Program, the County (CD and WES) will inspect the property, and prepare construction specifications and cost estimates. CD will make a list of pre-qualified contractors available to homeowners. Homeowners will obtain at least two bids from licensed and bonded contractors from the select list.

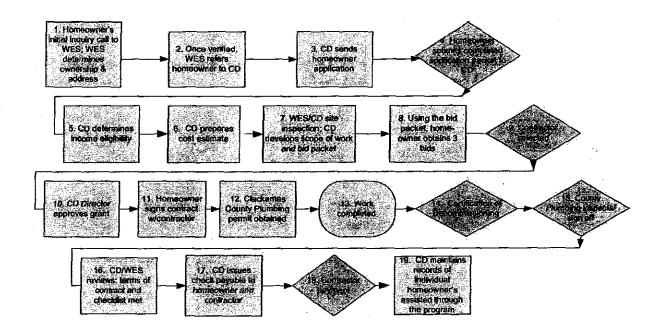
Using County-supplied forms, homeowners will 1) enter into a contract with the contractor of their choice and 2) enter into an agreement with the County. The homeowner does not have to select the lowest bid. The accepted bid, however, must be within 10% of the County's estimate. County staff will inspect the work. Funds cannot be used to pay the homeowner's labor.

Grant Approval:

The Community Development Director will approve the grant applications.

Process:

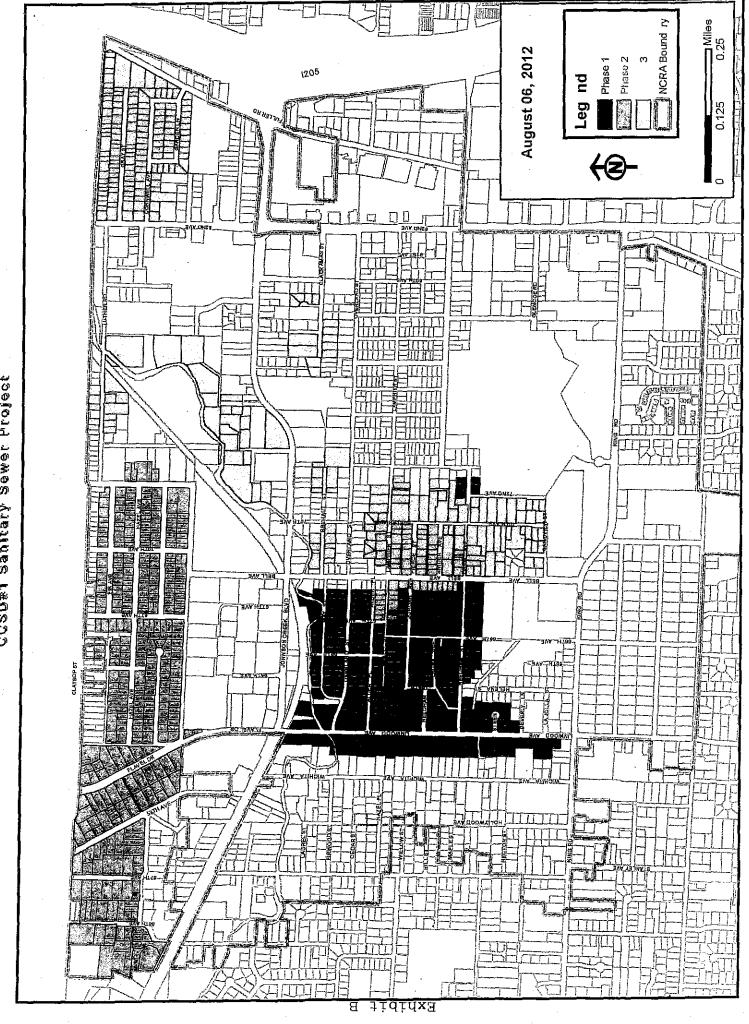
The chart below lists the steps of the process from application to contractor payment:



For more information, contact Rob Hungerford, Water Environment Services, 503-742-4567.

NORTH CLACKAMAS REVITALIZATION AREA

CCSD#1 Sanitary Sewer Project



Contract Transmittal Form

Department of Hea	alth, Housing and Human Service)S_ ***
H3S Contract #:(1) 304/2	Division: CD	Date Rec'd:
Board Order #:122012-149	Contact: Steve Kelly	Date Signed
20014 014c1 #.177017 - F11	Extension#: 5665	Date Sent
☐ Non BCC Item ☐ BCC	Agenda Date December 20, 2	2012
	ge Date Doublind Zu, Z	.012
CONTRACT WITH: Clack. Cty. Servi	ces District No. 1 & Clack, Ctv. I	Development Agency
	STATE OF THE STATE	DOVELOPING ILL AGENCY
CONTRACT AMOUNT: \$205,000.		<u> </u>
TYPE OF CONTRACT:		
AMD-Amend# (Amt Inc) \$	IGA-Intergovernmental Agreement	
ASC -Agency Service Contract	LAS-Lease Agreement	•
CONS-Construction Agreement	LUMP-Lump Sum	
COOP-Cooperative Agreement	MEMO-Memo of Understanding	
CR-Cost Reimbursement	OJT-On the Job Training Agreement	
OTH-Other	PRG-Program Services	
FUR-Fixed Unit Rate	PLN-Plan Modification	
HRPA-Housing Rehab Partner	PT-Professional and Technical	I
☑IAA-Interagency Agreement	REV-Revenue	
DATE RANGE:		
Full FY -7/11 - 6/12		
	4 or 5 Year	•
From when it becomes effective and end	ing 5 🔲 Biennium-July 1, 2011-Ju	ne 30, 2013
years after close-out of the County's	, , , , , , , , , , , , , , , , , , , ,	
participation in the entitlement program.		
Other	Dotron ctives Dogget?	
Шолю	Retroactive Request?	
MOUDANOE		
INSURANCE: What insurance language	ge is required?	
Checked off	⊠N/A	
Comprehensive General: YesNo _X	,	ļ
If no, explain why:	•	
Automobile: Yes X No, not applica	able no, waived	ļ
If no, explain why:		·
Professional: Yes X No, not applic	able no, waived	
If no, explain why:	,	
Approved by Risk Mgr		
Risk Mgr's	Initials and Date	.
BOILER PLATE CHANGE:		
⊠No	☐Yes (Must have CC approval	[-novt hov)
Has contract boilerplate language been altered, added	d or deleted?	-Hext box)
If yes, what language has been altered, adde	d or deleted?	,
· · · · · · · · · · · · · · · · · · ·	of defered and why]
COUNTY COUNSEL:		
⊠Yes by Scott Ciecko	Data Annual	144040
OR	Date Approved	11/13/12
·	_	
This contract is in the format approved by Coun	ty Counsel as part of the DHS contract star	adardization project.
SIGNATURE OF DIVISION REPRESENTA	TIVE:	
	Date: \2	2./π./\2
	Date	





Cindy Becker Director

December 20, 2012

Board of County Commissioners Clackamas County, Oregon

Members of the Board:

Approval of an Interagency Agreement between Community Development, Clackamas County Service District No.1 and the Clackamas County Development Agency for the Sewer Hook-up Access Grant Program

The Community Development Division of the Health, Housing & Human Services Department requests the approval of an Interagency Agreement with the Clackamas County Service District No.1 and the Clackamas County Development Agency for the Sewer Hook-Up Access Grant Program (SHUAGP).

The program is designed to assist low-moderate income homeowners by providing funds to connect to the new sewer system in the public-right-of-way in the North Clackamas Revitalization Area (NCRA). Community Development staff assists the residents with contract management between the parties. The work includes decommissioning existing cesspools and septic systems; and connecting to the new sanitary sewer system. It is anticipated that 30 homes will be serviced by this program.

The Community Development Division has allocated \$205,000 dollars of Community Development Block Grant (CDBG) Funds for this program. The Development Agency will provide the balance of funds for the program. No County General Fund dollars are involved in this project. County Counsel reviewed this agreement on November 13, 2012.

Recommendation:

We recommend approval of the attached construction contract 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 Steve Kelly, # 503-650-5665

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES DEPARTMENT COMMUNITY DEVELOPMENT DIVISION, CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND CLACKAMAS COUNTY DEVELOPMENT AGENCY

	AILD OLA		MILITORIES INC.		•
DIVISION:	Community Develope	ment	DHS Contract Number Board Agenda Number Original Agreement Da	r:	CD-17-10/11 081910-A6 August 19, 2010
Amendment l	Requested by: <u>Cindy I</u>	<u>Becker</u>			
Changes:	() Scope of Work () Contract Time	(X)	Contract Budget Other		
Human Service and Clackama	ces Department Comm	nunity Develop nt Agency (the	ment Division, Clackama Parties) modifies the Into	is Cou	County Health, Housing & inty Service District No. 1 ernmental Agreement
The parties he	ereby agree that Section	on III. PROJEC	T BUDGET, Paragraph	A. is a	mended to read:
			al cost for the PROGRAI		
All other provi	sions of the Agreemer	nt will remain u	nchanged.		
	EREOF, the parties here e date it is signed by all		this Amendment to be exe	cuted l	by their duly authorized
Clackamas Cou Service District		Clackamas Co Development	•		ramas County munity Development Division
Michael S. Kue	nzi, Director	Dan Johnson,	Agency Manager	Shuc	k Robbins, Director
11/29/1		12/8/	1/00	12	413/11
Date '		Date		Date	,
Commis Commis Commis Commis Signing on Beha	ssioner Charlotte Lehan, ssioner Jim Bernard ssioner Jamie Damon ssioner Ann Lininger ssioner Paul Savas alf of the Board.	Chair			
Cuo	ty Jacke				
	& Human Services Dep	artment			
1	15/12				

Date



INTERGOVERNMENTAL AGREEMENT

between

CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES DEPARTMENT COMMUNITY DEVELOPMENT DIVISION, CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

and

CLACKAMAS COUNTY DEVELOPMENT AGENCY

I. PURPOSE

This Agreement provides the basis for a cooperative working relationship between the Clackamas County Community Development Division, herein referred to as CDD, Clackamas County Service District No. 1, herein referred to as CCSD#1, and Clackamas County Development Agency, herein referred to as CCDA, to utilize available Community Development Block Grant (CDBG) and Development Agency funds for a Sewer Hook-Up Grant Program ("PROGRAM", Exhibit A) in the areas of the North Clackamas Revitalization Area (NCRA) served by CCSD#1. This project area is generally bounded by SE Linwood Street on the West, SE Bell Avenue on the East, SE Johnson Creek Blvd. on the North and SE King Avenue on the South (Map, Exhibit B).

The PROGRAM is an eligible housing activity under the CDBG national objective to benfit lowand moderate-income persons.

II. SCOPE OF WORK AND COOPERATION

- A. CCSD#1 Responsibilities:
- CCSD#1 shall provide all necessary supervisory, technical and administrative support to assist CDD with the completion of the PROGRAM.
- CCSD#1 shall assist the CDD in responding to potential applicants' questions, verifying property address and ownership, and performing appropriate community information and outreach.
- 3) CCSD#1 shall provide all other necessary information and services under its control.
- **B.** CCDA Responsibilities:
- 1) CCDA agrees to be responsible for payment to CDD matching funds totaling twenty percent (20%) of the total cost of the PROGRAM.

2) CCDA shall complete and submit the CDBG Project Match Funds Report, see ATTACHMENT A. This report will be required for 2010 and 2011 fiscal years (July 1, 2010 to June 30, 2011, and July 1, 2011 to June 30, 2012).

C. CDD Responsibilities:

- 1) CDD shall apply CDBG funds for design and construction of the PROGRAM.
- 2) CDD shall conduct an environmental assessment of the PROJECT as required by 24 CFR 570.604.
- 3) CDD shall be responsible for advertising for Requests for Qualifications from licensed and bonded contractors in order to develop a list of contractors to perform the sewer improvements as described in Exhibit A. List shall be available to eligible applicants.
- 4) CDD shall be responsible for income-qualifying potential beneficiaries.
- 5) CDD agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROGRAM and to utilize said funds first to pay for Program grants.

C. Joint Responsibilities

1) Upon execution of this Agreement CDD, CCSD#1 and CCDA will, at the earliest mutually convenient time, jointly determine the scope of the improvements to be made and a schedule for implementation of the PROGRAM.

III. PROJECT BUDGET

- **A.** CDD will apply CDBG funds for 80% of the total cost for the PROGRAM up to a not to exceed maximum amount of \$100,000. The balance of the funds shall be provided by CCDA.
- **B.** Upon receipt of written notification from CDD, CCDA shall provide payment within thirty (30) consecutive calendar days to CDD through the following COUNTY office:

Attn:

Public Services Building-Department of Finance 2051 Kaen Road, Fourth Fl. Oregon City, OR 97045

IV. PROJECT SCHEDULE

It is acknowledged that time is of the essence due to the need for planned improvements and applicable federal requirements that CDBG funded activities be carried out in a timely manner (reference 24 CFR 570.902). The parties hereby agree to make all reasonable efforts to utilize

available CDBG funds to complete the improvements to be implemented under the terms of this Agreement during the 2009-2010 construction season(s).

V. LIAISON RESPONSIBILITY

Gloria Lewton will act as liaison from CDD for this PROGRAM. Kathy Frasier will act as CCSD#1 liaison. Kenneth Itel will act as CCDA liaison.

VI. SPECIAL REQUIREMENTS

A. Assignment and Subcontracting

Neither party to this Agreement shall assign any portion of work which is a part of this Agreement without the approval of the other parties.

B. Conflict of Interest

- 1. Interest of Officers, Employees, or Agents No officer, employee, or agent of CDD, CCSD#1 or CCDA who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and CCSD#1 and CCDA shall take appropriate steps to assure compliance.
- 2. Interest of Certain Federal Officials No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. Program Benefit

The parties agree to implement the PROGRAM to benefit low- and moderate-income families and individuals only.

D. Non Discrimination

CCSD#1 and CCDA shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. Availability of Funds

This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of CDD are

also expressly subject to the County receiving funds from HUD for this Project and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.

F. Other Federal Requirements

Other federal requirements which the parties agree to comply with include but are not limited to:

- 1. Procurement requirements which apply to professional services and construction contracts and are contained in 24 CFR Part 85 (the "Common Rule");
- 2. Citizen participation and CDBG application submission requirements contained in 24 CFR 570.301-305;
- 3. HUD labor standards provisions.

G. Public Information

CDD, CCSD#1 and CCDA shall cooperate in public information efforts, such as contacts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement, CCSD#1 and CCDA shall include information identifying the source of funds as the Clackamas County CDBG program.

H. Evaluation

CCSD#1 and CCDA agree to participate with CDD in any reasonable evaluation project or performance report, as designed by CDD or the appropriate Federal department, and to make available all information reasonably required by any such evaluation process.

I. Audits and Inspections

All parties will ensure that each other party, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts.

J. Retention of Records

Records relating to this Project shall be retained for a period of four (4) years after termination of this Agreement.

K. Citizen Participation

CCDA shall maintain records including narratives or other documentation describing the process used to inform citizens concerning the PROJECT.

L. Acquisition/Relocation

Not applicable.

VII. AMENDMENTS

This Agreement may be amended at any time with the concurrence of all parties. Amendments become part of this Agreement only after the written amendment has been signed by all parties.

VIII. TERM OF AGREEMENT

- A. This Agreement becomes effective when it is signed by both parties.
- **B.** The term of this Agreement is a period beginning when it becomes effective and ending upon expenditure of all funds or three (3) years after the Agreement becomes effective, whichever is earlier.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by CDD in accordance with 24 CFR 85.43 resulting from material failure by CCSD#1 or CCDA to comply with any term of this Agreement, or;
 - 2. Mutual agreement by CCSD#1, CCDA and CDD in accordance with 24 CFR 85.44.
- **D.** Upon completion of improvements or upon termination of this Agreement, any unexpended balances of Development Agency funds shall remain with CCDA and any unexpended balances of CDBG funds shall remain with CDD.

Clackamas County Service District No. 1

Michael S. Kuenzi, Director

8/3/10

Date

Clackamas County Development Agency

Clackamas County Community Development Division

Dan Johnson, Program Supervisor

August 3, 2010

Date

Chuck Robbins, Director

Date

CLACKAMAS COUNTY
Commissioner Lynn Peterson, Chair
Commissioner Bob Austin
Commissioner Jim Bernard
Commissioner Charlotte Lehan
Commissioner Ann Lininger

Signing on Behalf of the Board.

Cindy Becker, Director

Health, Housing & Human Services Department

8.19.10

Date

ATTACHMENT A - CDBG Project Match Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for your road project:

2010-2011 Match Funds	\$
SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g	g. County CDBG, State FEMA, etc.)
	\$
	\$
· · · · · · · · · · · · · · · · · · ·	\$
,	\$
	\$
State/Local Governmental Funding (e.g. State Ho	ousing Trust Funds, Local Assessment, etc.)
	\$
	\$
	\$
	\$
Private (including recipient) Funding	
Fund Raising/Cash	\$
Loans	\$
Building Value or Lease	\$
Donated Goods	\$
New Staff Salaries	\$
Volunteers (\$5/hr)	\$
Volunteer Medical/Legal	\$
Other	\$
Prepared By: (Print name)	
ignature	Date

NORTH CLACKAMAS REVITALIZATION AREA SEWER HOOK-UP GRANT PROGRAM

Clackamas County Community Development

Clackamas County Service District No. 1

Clackamas County Development Agency

Program Objectives:

The purpose of the Sewer Hook-Up Grant Program (Program) is to provide grants to low income homeowners who live in unsewered areas of the North Clackamas Revitalization Area (NCRA) served by Clackamas County Service District No. 1 (CCSD#1) to pay for private sanitary sewer improvements.

The Program does not pay for sewer assessments, system development charges or other connection charges, or monthly sewer fees. Homeowners should contact Water Environment Services, 503-742-4567, for information on available assistance programs for these costs and fees.

Eligible Properties:

Grant funds are limited and will be made on a first-come, first-served basis to eligible homeowners who live in unsewered areas of the NCRA served by CCSD#1.

Basic Grant Requirements:

Applicant must own or be buying property Owner must reside in property

Program Income Limits:

Current annual gross income limits are as follows:

Total Household Size	Maximum Annual Gross Income
	(80% of median)
1	39,900
2	45,600
3	51,300
4	56,950
5	61,550
6	66,100
7	70,650
. 8	75,200

What type of work is eligible?

Improvements include hiring a contractor(s) to re-plumb and connect the home to the public sanitary sewer and decommission their current on-site wastewater disposal system.

Application procedure:

Interested homeowners will contact Water Environment Services (WES), on behalf of CCSD#1, to initiate the process. WES staff will confirm initial property eligibility (property address is within the service area and property ownership) and, if the property appears to be eligible, will refer the property owner's name to Community Development (CD). CD will send the applicant an application, and the applicant will complete and return the application form by a specified date. If the applicant is eligible under the Program, the County (CD and WES) will inspect the property, and prepare construction specifications NCRA Sewer Hook Up Grant Program, July 2010

Exhibit B