

# AGENDA

**Thursday, December 10, 2015 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-124

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation on Clackamas County Participation in NACo's "Live Healthy" Program (Nancy Newton, County Administration)

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

1. Reading and Adoption of a Board Order Amending Local Contract Review Board Rules, County Code Appendix C (Stephen Madkour, County Counsel)
2. Reading and Adoption of Ordinance No. \_\_\_\_\_ Amending Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees Relating to State Law Changes Regarding Sick Leave and Declaring an Emergency (Christina Thacker, County Counsel)
3. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reductions) for Fiscal Year 2015-2016 (Diane Padilla, Budget Manager)

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

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

1. Approval of an Amendment to the Agreement with Clackamas County Children's Commission, Inc. for Screening and Home Visiting Services for High Risk Families – *Children, Youth & Families*

**B. Finance Department**

1. Resolution No. \_\_\_\_\_ for a Clackamas County Supplement Budget (Less than 10%) for Fiscal Year 2015-2016
2. Resolution No. \_\_\_\_\_ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2015-2016
3. Resolution No. \_\_\_\_\_ for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016
4. Resolution No. \_\_\_\_\_ Affirming that the Clackamas County 2015-2016 Fiscal Year Budget is Appropriated by Organization Unit

**C. Business & Community Services**

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG)
2. Approval of an Intergovernmental Agreement between Clackamas County and Metro for the Metro Community Planning and Development Grant (CPDG)

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**E. Department of Emergency Management**

1. Approval of Sub-Recipient Grant Agreement 16-023 between Clackamas County Emergency Management Department and Oregon Department of Forestry, North Cascades District for Firewise Communities Program

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Resolution No. \_\_\_\_\_ for North Clackamas Parks and Recreation District for a Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

**VI. LIBRARY DISTRICT OF CLACKAMAS COUNTY**

1. Resolution No. \_\_\_\_\_ for the Library Service District for a Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

**VII. ENHANCED LAW ENFORCEMENT DISTRICT**

1. Resolution No. \_\_\_\_\_ for an Enhanced Law enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation on Clackamas County Participation in NACo's "Live Healthy" Program

<b>Purpose/Outcome</b>	This is an informational update on Clackamas County's participation in the National Association of Counties "Live Healthy" Program. The program enables Clackamas County residents who are uninsured or underinsured for health care to sign up at no cost to receive discounts on prescription drugs. Residents can also receive low cost discounts on health and dental services.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	1. Ensure safe, healthy and secure communities. 2. Build public trust through good government
<b>Contact Person</b>	Dylan Blaylock, Community Relations Specialist – PGA 503-742-5917

**BACKGROUND**

The National Association of Counties (NACo) is offering a prescription discount program to uninsured or underinsured residents of Clackamas County. Our residents are eligible for this free service – the NACo Prescription Discount Card Program – because Clackamas County is a NACo member. This program is part of the organization's larger "Live Healthy" program.

Using the discount card program is simple. Residents can sign up online and print out a card that can be used when purchasing prescription drugs. Only one card is needed per family. More than 60,000 retail pharmacies in the US accept this discount, including many of the big chains. Savings range based on store and medication, but on average, card users save 24% off of the regular retail price for a prescription. Even if someone has insurance, they can alternatively use the card in case it offers a greater discount than they would receive.

Additionally, County residents are also eligible for the NACo Health and Dental Discount Programs, each of which provides discounts for dental or vision, hearing, and other lab services for \$7 per person and \$9 per family.

This program is being actively promoted to County residents in hopes of building enrollment and creating broad public awareness. A communications and outreach plan is attached.

**RECOMMENDATION**

Staff recommends the Board continue to support, promote and encourage Clackamas County residents to improve their well-being and save money by enrolling in NACo's "Live Healthy" program.

Respectfully submitted,

Nancy Newton, Deputy County Administrator

## Communications Plan – NACo “Live Healthy” U.S. Counties Program

The National Association of Counties (NACo) is offering a program to Clackamas County residents that are either uninsured or underinsured for health care. The program provides, for those who sign up, free **discounts** on prescription drugs, as well as low-cost **discounts** on health and dental services. More information is available at <http://bit.ly/1RZy9JN>.

This plan details the actions PGA will take to promote the program to the public and our workforce. Deputy Administrator Nancy Newton has already delivered program materials to certain high-traffic public service areas/desks across County facilities.

- **Webpage:** PGA will create a webpage with thorough program information for residents that will cover eligibility, purpose, and costs. This webpage will be highlighted by the County homepage for approximately two months once the public campaign is launched. The webpage will be posted at least one week prior to the Business Meeting presentation (see below).
- **Business Meeting Presentation:** PGA will develop a draft PowerPoint presentation, and script or talking points, for Nancy Newton at an upcoming Business Meeting, to take place either in December or early January, depending on scheduling availability. PGA will deliver these materials to Newton at least one week prior to the presentation.
- **Press Release:** PGA will craft and distribute a press release about the program on the day of the Business Meeting presentation, and follow up with certain media contacts to increase the likelihood of positive coverage. Language taken from this press release will also be posted to the *Oregonian* blog.
- **eNewsletter Story:** The eNewsletter edition which follows the campaign launch will prominently feature a related article and direct people to the newly-created webpage. This article will be teased in the email's subject line.
- **Social Media Campaign/Video Support:** PGA will create an animated series of three short, PSA-style videos that focus on the different components of the plan available to our residents (prescription, health, dental). These will be prominently featured on the County's Facebook and Twitter pages for one month, following the program launch and then intermittently after that.
- **Talking Points for BCC:** PGA will draft talking points for Commissioners (or anyone) upon request if they want to talk about the program in the future.
- **County Weekly Update:** As this program serves individuals who have health care, PGA will distribute explanatory information in the County Weekly Update, as appropriate.



OFFICE OF COUNTY COUNSEL

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

December 10, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
Assistants

Reading and Adoption of a Board Order Amending Local Contract  
Review Board Rules (County Code Appendix C)

We are here to present the attached proposed amendment to Appendix C of the County Code which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules adopted by the County.

Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period December 21, 2015 through January 4, 2016 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator or his designee be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator or his designee will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from December 21, 2015 through January 4, 2016. The County Administrator will report to the Board on January 7, 2016 regarding any contracts entered during the specified time period.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,

Stephen L. Madkour  
County Counsel

In the Matter of Amending Local  
Contract Review Board Rules,  
Appendix C of the Clackamas  
County Code

Order No.

This matter coming regularly before the Board of County Commissioners,  
and it appearing that;

**WHEREAS**, on August 21, 2014, the Board of County Commissioners adopted  
Board Order No. 2014-84 which amended the Local Contract Review Board  
Rules, incorporated into the County Code as Appendix C; and

**WHEREAS**, it is now necessary to temporarily amend those rules to provide  
additional authority to the County Administrator or his designee to sign contracts,  
during a period of time when the Board will not have regularly scheduled  
meetings;

**Now, therefore, it is hereby ordered** as follows:

Section 1: Section C-050-0100(2)(c) of Appendix C is hereby amended to  
read as follows:

C-050-0100 Delegation of Authority to Sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of **December 21, 2015 through January 4, 2016**, the  
Board of County Commissioners delegates authority to the County Administrator  
or his designee to sign all contracts or contract amendments. The County  
Administrator will report to the Board of County Commissioners on Thursday,  
January 7, 2016 at the regularly scheduled Business Meeting, regarding any  
contracts signed by the County Administrator or his designee during this time  
period.

DATED this \_\_\_\_ day of December, 2015.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

December 10, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

First Reading and Adoption of an Ordinance Amending Chapter 2.05,  
Personnel Policies and Procedures for Clackamas County Employees  
Relating to State Law Changes Regarding Sick Leave and  
Declaring an Emergency

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
Assistants

<b>Purpose/Outcomes</b>	Amend County Code – Chapter 2.05 regarding Sick Leave policies
<b>Dollar Amount and Fiscal Impact</b>	Indeterminate fiscal impact
<b>Funding Source</b>	Not applicable
<b>Duration</b>	Indefinite; Proposed to declare an emergency and go into effect immediately upon passage.
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	Build Public trust through good government. <ul style="list-style-type: none"><li>• This implementation is necessary to comply with state law.</li></ul>
<b>Contact Person</b>	Christina Thacker, Assistant County Counsel 503-655-8363
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The Oregon Legislature recently passed Senate Bill 454, which changes state law regarding sick leave benefits for employees and imposes related requirements for employers. These changes are applicable to Clackamas County as an employer, and changes to current County Code Chapter 2.05 are needed to implement the requirements of this new state law.

Attached is a marked up draft of the proposed changes to Chapter 2.05 to implement the new state law requirements. Also attached is an ordinance adopting those changes into the County Code. To meet the state law deadline of a January 1, 2016 effective date, staff requests that the proposed ordinance be declared an emergency and after adoption go into effect immediately.

**RECOMMENDATION:**

Staff recommends the Board read the proposed ordinance and title in full, declare an emergency and adopt the ordinance with immediate effect.

Respectfully submitted,

Christina Thacker  
Assistant County Counsel

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Amending Clackamas County Code Chapter 2.05  
(Personnel Policies and Procedures for Clackamas County Employees)  
and Declaring an Emergency**

WHEREAS, the County Code must be updated to comply with new state law requirements regarding sick leave;

Now, therefore, the Board of Commissioners of Clackamas County amends the Clackamas County Code as follows:

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 2.05, Personnel Policies and Procedures of the Clackamas County Code is hereby as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this 10<sup>th</sup> day of December 2015.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



## Exhibit A

### **2.05.140 Status Changes**

\* \* \*

#### **2.05.140.8 Reinstatement Procedures**

Employees who have attained regular status may request reinstatement to a position in their former classification and department within six (6) months of their effective date of resignation if they resigned with at least two (2) weeks notice, and the request is approved by the appointing authority. A former employee may be considered for vacancies for a period not to exceed six (6) months from date of resignation.

A former employee granted reinstatement shall be paid at the same step in the salary grade that was being paid at the time of resignation. Employees who are reinstated within ninety (90) days of the effective date of resignation shall regain all previously accrued seniority, time toward salary increases, longevity, vacation and sick leave accrual. Employees who are reinstated within one hundred eighty (180) days of the effective date of resignation shall regain all previously accrued sick leave accrual. Employees reinstated after ninety (90) or more days shall not regain previous service time toward seniority, salary increases, longevity, vacation and sick leave accrual.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2005, 11/3/05]

## 2.05.160 Holidays, Vacation And Sick Leave

\* \* \*

### 2.05.160.3 Sick Leave

#### A. Use of Sick Leave:

Employees may use their sick leave when unable to perform their work duties by reason of illness, injury, pregnancy, necessity for medical or dental care, exposure to contagious disease of the employee or to attend to the care of the employee's immediate family. Employees may also use their sick leave under the provisions of parental leave, ~~or family medical leave,~~ and under other applicable state law. Immediate family is defined as an eligible employee's grandparents, grandchildren, brothers, sisters, spouse or domestic partner, and domestic partner's the parents, children; the employee's biological, adoptive, or foster parent or child ; the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of in loco parentis or with whom the employee was or is related by blood or affinity whose close association with the employee is the equivalent of a family relationship. ~~brothers, sisters, grandparents, grandchildren, of the employee, spouse or domestic partner.~~ For exceptional circumstances, in relationships other than those stated above, sick leave may be granted by the appointing authority.

#### B. Sick Leave Accrual:

Full-time employees shall accrue sick leave at the rate of eight (8) hours per month commencing with the first full month of employment. Part-time employees and job share employees shall accrue sick leave at a prorated portion of eight (8) hours per month based on their hours worked in each pay period. Temporary and seasonal employees shall accrue sick leave at the rate of one (1) hour per thirty (30) hours worked. Earned sick leave may be used as it is accrued. Sick leave hours paid during any work week will always be paid at a straight time rate and those hours will not be considered in computing overtime hours worked in that week.

#### C. Procedures Governing Sick Leave:

The appointing authority or immediate supervisor must be notified of an illness or injury on the first day of absence. Failure to do so may result in the denial to use sick leave with pay. The appointing authority may require the employee to furnish a certificate issued by a licensed physician or practitioner documenting proof of illness or injury. Proven abuse of sick leave shall be cause for disciplinary action. Unused sick leave shall not be payable upon layoff or separation of employment from the County, but will be reported to the PERS retirement system.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2005, 11/3/05]



MARC GONZALES  
DIRECTOR

**DEPARTMENT OF FINANCE**

**PUBLIC SERVICES BUILDING**

205 I KAEN ROAD | OREGON CITY, OR 97045

December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$15,824,347.
Funding Source	Includes changes in Prior Year Revenue, Fund Balance, State Operating Grants, Charge for Services, Miscellaneous Revenue and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended on October 29, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

In the General Fund - Not Allocated to Organizational Unit (Water Environment Services payroll) budget is being reduced and the Soils Program moving to Transportation and Development. Four positions formerly in Water Environment Services will now be budgeted as part of Code Enforcement, Resource Conservation and Solid Waste beginning in January 2016.

Business and Community Services is recognizing additional fund balance and budgeting it in contingency for County Fair.

Business and Community Services is recognizing additional fund balance and budgeting to transfer to County Schools.

Transportation and Development is recognizing lower than anticipated fund balance and salary reimbursement revenue and reducing contingency for Building Codes.

Business and Community Services is recognizing additional fund balance, revenue from other internal county services and the Urban Lumber Pilot Program and budgeting for program and project costs and contingency for Economic Development.

Law Library is recognizing additional fund balance and budgeting it in contingency.

Transportation and Development is recognizing additional fund balance and grant revenue and reduced interfund transfer revenue and adjusting program costs, contingency, reserves and interfund transfer expense accordingly for Roads.

Sheriff is recognizing additional fund balance and budgeting for personnel costs. It is also reclassifying how it accounts for payments to other governments and agencies.

Transportation and Development is creating a budget for the Soils Program and also recognizing additional fund balance and contingency in Code Enforcement, Resource Conservation and Solid Waste.

Transportation and Development is recognizing additional fund balance and Tax Title Land revenue and budgeting for administrative costs associated with the Property Disposition Program and the foreclosed property Brownsfield Reserve.

District Attorney is recognizing additional fund balance and budgeting for personnel costs and building improvement costs at the Multnomah Lodge and Butler buildings.

Justice Court is recognizing additional fund balance, reducing contingency and increasing its transfer to the General Fund.

Transportation and Development is recognizing additional fund balance and interfund transfer revenue from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for debt service and contingency in Countywide Transportation SDC.

Transportation and Development is recognizing additional fund balance and internal county reimbursement revenue and budgeting it in contingency for Public Land Corners.

Transportation and Development is recognizing additional fund balance and budgeting for an interfund transfer to the Countywide Transportation SDC Fund and contingency.

Health, Housing and Human Services is recognizing additional fund balance and budgeting to add a full-time Policy Analyst Senior position and program costs for Health Housing and Human Services Administration.

Health, Housing and Human Services is recognizing prior year Community Mental Health Program revenue and budgeting for costs associated with the program and also reclassifying payments to sub-recipients for Behavioral Health.

Health, Housing and Human Services is realigning expenditures to better reflect actual costs and reclassifying payments to sub-recipients for Community Development.

Health, Housing and Human Services is recognizing lower than anticipated fund balance and reducing contingency for the Health Centers.

Business and Community Services is recognizing additional fund balance and budgeting it in contingency for Forest Management.

Transportation and Development is recognizing an interfund transfer from Roads and also recognizing lower than anticipated fund balance and reducing contingency and capital outlay for the DTD Capital Projects Fund.

Business and Community Services is recognizing additional fund balance and budgeting for new radios and a security system and contingency for Stone Creek Golf Course.

Emergency Communications is reclassifying payments to other government and agencies for Central Dispatch.

Human Resources is reclassifying payments to other government and agencies in Self-Insurance.

The effect of this Resolution is an increase in appropriations of \$15,824,347 including revenues as detailed below:

Prior Year Revenue	\$ 566,124.
Fund Balance	12,743,991.
State Operating Grants	650,000.
Charge for Services	1,308,770.
Miscellaneous Revenue	(284,200.)
Interfund Transfer	<u>839,662.</u>
Total Recommended	<u>\$ 15,824,347.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No. \_\_\_\_\_  
Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 10, 2015.

WHEREAS; the funds being adjusted are:

- . General Fund – Water Environment Services Payroll
- . County Fair Fund
- . County School Fund
- . Building Codes Fund
- . Business and Economic Development Fund
- . Law Library Fund
- . Roads Fund
- . Sheriff Fund
- . Code Enforcement, Resource Conservation & Solid Waste Fund
- . Property Resources Fund
- . District Attorney Fund
- . Justice Court Fund
- . Countywide Transportation SDC Fund
- . Public Land Corner Preservation Fund
- . Happy Valley/Clackamas Joint Transportation Fund
- . Health, Housing and Human Services Administration Fund
- . Behavioral Health Fund
- . Community Development Fund
- . Health Centers Fund
- . Stone Creek Golf Course Fund
- . Central Dispatch Fund
- . Self-Insurance Fund;

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 2 of 2

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**December 10, 2015**

Recommended items by revenue source:

Prior Year Revenue	\$ 566,124.
Fund Balance	12,743,991.
State Operating Grants	650,000.
Charge for Services	1,308,770.
Miscellaneous Revenue	(284,200.)
Interfund Transfers	<u>839,662.</u>
Total Recommended	<u>\$ 15,824,347.</u>

**GENERAL FUND – WATER ENVIRONMENT SERVICES PAYROLL**

Revenues:	
Miscellaneous Revenue	\$ (222,000.)
Total Revenues	<u>\$ (222,000.)</u>
Expenses:	
Not Allocated to Organizational Unit	
Personnel Services	\$ (222,000.)
Total Expenses	<u>\$ (222,000.)</u>

In the General Fund - Not Allocated to Organizational Unit (Water Environment Services payroll) budget is being reduced and the Soils Program moving to Transportation and Development. Four positions formerly in Water Environment Services will now be budgeted as part of Code Enforcement, Resource Conservation and Solid Waste beginning in January 2016.

**COUNTY FAIR FUND**

Revenues:	
Fund Balance	\$ 204,635.
Total Revenues	<u>\$ 204,635.</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 204,635.
Total Expenses	<u>\$ 204,635.</u>

Business and Community Services is recognizing additional fund balance and budgeting it in contingency.



**COUNTY SCHOOL FUND**

Revenues:	
Fund Balance	\$ 272,797.
Total Revenues	<u>\$ 272,797.</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 272,797.
Total Expenses	<u>\$ 272,797.</u>

Business and Community Services is recognizing additional fund balance and budgeting to transfer to county schools.

**BUILDING CODES FUND**

Revenues:	
Fund Balance	\$ (10,092.)
Miscellaneous Revenue	(62,200.)
Total Revenues	<u>\$ (72,292.)</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ (72,292.)
Total Expenses	<u>\$ (72,292.)</u>

Transportation and Development is recognizing lower than anticipated fund balance and salary reimbursement revenue and reducing contingency.

**BUSINESS AND ECONOMIC DEVELOPMENT FUND**

Revenues:	
Fund Balance	\$ 349,946.
State Operating Grants	400,000.
Charge for Services	330,230.
Total Revenues	<u>\$ 1,080,176.</u>
Expenses:	
Business & Community Services	\$ 443,216.
Not Allocated to Organizational Unit	
Contingency	636,960.
Total Expenses	<u>\$ 1,080,176.</u>

Business and Community Services is recognizing additional fund balance, revenue from other internal county services and the Urban Lumber Pilot Program and budgeting for program and project costs and contingency.

**LAW LIBRARY FUND**

Revenues:	
Fund Balance	\$ 110,618.
Total Revenues	<u>\$ 110,618.</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 110,618.
Total Expenses	<u>\$ 110,618.</u>

Law Library is recognizing additional fund balance and budgeting it in contingency.

**ROAD FUND**

Revenues:	
Fund Balance	\$ 4,841,856.
State Operating Grants	250,000.
Interfund Transfer	(60,338.)
Total Revenues	<u>\$ 5,031,518.</u>
Expenses:	
Transportation & Development	\$ 4,814,662.
Not Allocated to Organizational Unit	
Interfund Transfer	100,000.
Reserve	2,000,000.
Contingency	(1,883,144.)
Total Expenses	<u>\$ 5,031,518.</u>

Transportation and Development is recognizing additional fund balance and grant revenue and reduced interfund transfer revenue and adjusting program costs, contingency, reserves and interfund transfer expense accordingly.

**SHERIFF FUND**

Revenues:	
Fund Balance	\$ 1,322,082.
Total Revenues	<u>\$ 1,322,082.</u>
Expenses:	
Sheriff	\$ 1,312,082.
Not Allocated to Organizational Unit	
Special Payments	10,000.
Total Expenses	<u>\$ 1,322,082.</u>

Sheriff is recognizing additional fund balance and budgeting for personnel costs. It is also reclassifying how it accounts for payments to other governments and agencies.

**CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE FUND**

Revenues:	
Fund Balance	\$ 339,740.
Charge for Services	<u>370,750.</u>
Total Revenues	<u>\$ 710,490.</u>
Expenses:	
Transportation & Development	\$ 230,000.
Not Allocated to Organizational Unit	
Contingency	<u>480,490.</u>
Total Expenses	<u>\$ 710,490.</u>

Transportation and Development is creating a budget for the Soils Program and also recognizing additional fund balance and contingency in Code Enforcement, Resource Conservation and Solid Waste.

**PROPERTY RESOURCES FUND**

Revenues:	
Fund Balance	\$ 337,585.
Charge for Services	<u>330,230.</u>
Total Revenues	<u>\$ 667,815.</u>
Expenses:	
Business & Community Services	<u>\$ 667,815.</u>
Total Expenses	<u>\$ 667,815.</u>

Transportation and Development is recognizing additional fund balance and Tax Title Land revenue and budgeting for administrative costs associated with the Property Disposition Program and the foreclosed property Brownsfield Reserve.

**DISTRICT ATTORNEY FUND**

Revenues:	
Fund Balance	\$ 362,768.
Total Revenues	<u>\$ 362,768.</u>
Expenses:	
District Attorney	<u>\$ 362,768.</u>
Total Expenses	<u>\$ 362,768.</u>

District Attorney is recognizing additional fund balance and budgeting for personnel costs and building improvement costs at the Multnomah Lodge and Butler buildings.

**JUSTICE COURT FUND**

Revenues:	
Fund Balance	\$ 456,697.
Total Revenues	<u>\$ 456,697.</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfer	\$ 721,150.
Contingency	<u>(264,453.)</u>
Total Expenses	<u>\$ 456,697.</u>

Justice Court is recognizing additional fund balance, reducing contingency and increasing its transfer to the General Fund.

**COUNTYWIDE TRANSPORTATION SDC FUND**

Revenues:	
Fund Balance	\$ 2,702,353.
Interfund Transfer	<u>800,000.</u>
Total Revenues	<u>\$ 3,502,353.</u>
Expenses:	
Not Allocated to Organizational Unit	
Debt Service	\$ 2,000,000.
Contingency	<u>1,502,353.</u>
Total Expenses	<u>\$ 3,502,353.</u>

Transportation and Development is recognizing additional fund balance and interfund transfer revenue from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for debt service and contingency.

**PUBLIC LAND CORNER PRESERVATION FUND**

Revenues:	
Fund Balance	\$ 156,345.
Charge for Services	<u>277,560.</u>
Total Revenues	<u>\$ 433,905.</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	<u>\$ 433,905.</u>
Total Expenses	<u>\$ 433,905.</u>

Transportation and Development is recognizing additional fund balance and internal county reimbursement revenue and budgeting it in contingency.

**HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND**

Revenues:	
Fund Balance	\$ 873,891.
Total Revenues	<u>\$ 873,891.</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfer	\$ 800,000.
Contingency	<u>73,891.</u>
Total Expenses	<u>\$ 873,891.</u>

Transportation and Development is recognizing additional fund balance and budgeting for an interfund transfer to the Countywide Transportation SDC Fund and contingency.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Revenues:	
Fund Balance	\$ 372,829.
Total Revenues	<u>\$ 372,829</u>
Expenses:	
Health Housing and Human Services	<u>\$ 372,829.</u>
Total Expenses	<u>\$ 372,829.</u>

Health, Housing and Human Services is recognizing additional fund balance and budgeting to add a full-time Policy Analyst Senior position and program costs.

**BEHAVIORAL HEALTH FUND**

Revenues:	
Fund Balance	\$ 566,124.
Total Revenues	<u>\$ 566,124</u>
Expenses:	
Health Housing and Human Services	\$ 167,053.
Not Allocated to Organizational Unit	
Special Payments	<u>399,071.</u>
Total Expenses	<u>\$ 566,124.</u>

Health, Housing and Human Services is recognizing prior year Community Mental Health Program revenue and budgeting for costs associated with the program and also reclassifying payments to sub-recipients.

**COMMUNITY DEVELOPMENT FUND**

Expenses:	
Health, Housing and Human Services	\$ (200,000.)
Not Allocated to Organizational Unit	
Special Payment	<u>200,000.</u>
Total Expenses	<u>\$ 0.</u>

Health, Housing and Human Services is realigning expenditures to better reflect actual costs and reclassifying payments to sub-recipients.

**HEALTH CENTERS FUND**

## Revenue:

Fund Balance	\$ (202,908.)
Total Revenues	<u>\$ (202,908.)</u>

## Expenses:

Not Allocated to Organizational Unit	
Contingency	\$ (202,908.)
Total Expenses	<u>\$ (202,908.)</u>

Health, Housing and Human Services is recognizing lower than anticipated fund balance and reducing contingency.

**FOREST MANAGEMENT FUND**

## Revenue:

Fund Balance	\$ 183,128.
Total Revenues	<u>\$ 183,128.</u>

## Expenses:

Not Allocated to Organizational Unit	
Contingency	\$ 183,128.
Total Expenses	<u>\$ 183,128.</u>

Business and Community Services is recognizing additional fund balance and budgeting it in contingency.

**DTD CAPITAL PROJECTS FUND**

## Revenue:

Fund Balance	\$ (317,266.)
Interfund Transfer	100,000.
Total Revenues	<u>\$ (217,266.)</u>

## Expenses:

Not Allocated to Organizational Unit	
Capital Outlay	\$ (70,902.)
Contingency	\$ (146,364.)
Total Expenses	<u>\$ (217,266.)</u>

Transportation and Development is recognizing an interfund transfer from Roads and also recognizing lower than anticipated fund balance and reducing contingency and capital outlay.

**STONE CREEK GOLF COURSE FUND**

Revenue:

Fund Balance	\$ 386,987.
Total Revenues	<u>\$ 386,987.</u>

Expenses:

Not Allocated to Organizational Unit	
Materials & Services	\$ 21,000.
Contingency	<u>\$ 365,987.</u>
Total Expenses	<u>\$ 386,987.</u>

Business and Community Services is recognizing additional fund balance and budgeting for new radios and a security system and contingency.

**CENTRAL DISPATCH FUND**

Expenses:

Emergency Communications	\$ (315,000.)
Not Allocated to Organizational Unit	
Special Payments	<u>315,000.</u>
Total Expenses	<u>\$ 0.</u>

Emergency Communications is reclassifying payments to other government and agencies for Central Dispatch.

**SELF-INSURANCE FUND**

Expenses:

Not Allocated to Organizational Unit	
Materials & Services	\$ (8,000.)
Special Payments	<u>8,000.</u>
Total Expenses	<u>\$ 0.</u>

Self-Insurance is reclassifying payments to other government and agencies.

December 10, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Amendment to Agreement with the Clackamas Children’s Commission, Inc.  
for screening and home visiting services for high risk families

<b>Purpose/Outcomes</b>	This Amendment to Grant Agreement # 7251 provides funds to Clackamas County Children’s Commission, Inc., to provide screening and identification services for the High Risk target population of new parents with newborn babies. The screens will result in approximately 98 families receiving intensive home visiting services with an expected program outcome that children receiving intensive home visiting services will be free from abuse and neglect. Intensive home visiting services at minimum includes: on-going home visits, parent training focused on social-emotional development and relational health, linkages to positive community supports and primary health care.
<b>Dollar Amount and Fiscal Impact</b>	This amendment is for \$139,320 for a new grant agreement total of \$300,382. County General funds in the amount of \$8,900 are being used.
<b>Funding Source</b>	Funding is from Oregon State Department of Education. The State General Funding amount is \$161,062 and \$8,900 in County General Funds
<b>Duration</b>	Effective October 1, 2015 and terminates on December 31, 2015
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Meets Individuals and families in need are healthy and safe Ensures safe, healthy and secure communities
<b>Contact Person</b>	Rodney Cook 503-650-5677
<b>Contract No.</b>	7251

**BACKGROUND:**

The Children, Youth and Families Division of the Health, Housing and Human Services Department (H3S) requests approval of an Amendment to Grant Agreement #7251 with the Clackamas County Children’s Commission, Inc. for screening and home visiting services from October 1, 2015 to December 31, 2015.

Healthy Families is a child abuse prevention program, enrolling high risk families in intensive home visiting services before their newborn is 90 days old. Trained Home Visitors provide weekly, bi-weekly or monthly home visits. Services are free and voluntary for families, and last until their child is 3 years old. Many of the families served live in poverty, are single, and/or teen parents and struggle with an array of other stressors such as depression, drug and alcohol abuse, domestic violence, developmental delays and isolation, all while trying to care for their new baby. Often times these parents were raised in an abusive home, want to stop they cycle of abuse, but don’t know how.

*Healthy Families. Strong Communities.*



Home Visitors provide information on child development with a focus on social-emotional development and relational health. Additional information is also given on basic infant care, ways to sooth a crying baby, SIDS, Shaken Baby Syndrome and prevention, toddler safety, early literacy and who to turn to for support. Home Visitors also connect families with local resources, celebrate milestones and complete developmental screenings with each child. They build relationships with families, getting to know their individual goals and struggles, so that supports can be tailored to their specific needs.

This Sub-recipient Agreement has been reviewed and approved by County Finance and County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

Contract Amendment (FY 15-16)  
**Health, Housing and Human Services**

HHHS Contract Number: 7251

Board Order Number:

Division: CYF/HHHS

Amendment No. 1

Contractor: Clackamas County Children's  
Commission

Amendment Requested By: CYF

Changes:  Scope of Service  
 Contract Time

Contract Budget  
 Other:

**Justification for Amendment: State Department of Education Revenue contract was amended to provide additional funds and extend contract end date for Healthy Families services.**

**Amend: Section I: Scope of Services**

- A. Provide 101 Family Service units through the Healthy Families Home visiting Services Program and associated BabyLink services as described in Work Plan Exhibit 1 attached hereto.
- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2015. This agreement shall terminate September 30, 2015.

**Section II: Compensation and Records**

- A. Compensation: On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$139,320.00

**Amend To Read:**

**Section I: Scope of Services**

- C. Provide 98 Family Service units through the Healthy Families Home visiting Services Program and associated BabyLink services as described in Work Plan Exhibit 1 attached hereto.
- D. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to October 1, 2015. This agreement shall terminate December 31, 2015.

**Section II: Compensation and Records**

- A. Compensation: On a cost reimbursement basis as described in Exhibit 3, attached hereto. Up to a maximum compensation of \$300,382.00 (Increase of \$161,062 from \$139,320).

Contract Amendment

Page 2

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**Agency/Contractor**

**Clackamas County Children's Commission**


Organization Name

**16491 SE River Road**

Address

**Milwaukie, OR 97267**

City, State, Postal Code

  
\_\_\_\_\_  
Signature

**Executive Director**

Title

12/1/2015  
Date

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

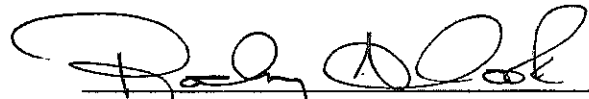
Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Interim Director  
Health, Housing and Human Services Dept.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

12-1-15  
Date



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

December 10, 2015

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$3,223,673.
Funding Source	Includes Prior Year Revenue, Fund Balance, Charges for Services and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended October 29, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

Sheriff is recognizing additional fund balance and budgeting for personnel costs in the Public Safety Local Option Levy.

Resolution Services is recognizing additional fund balance and budgeting for personnel costs.

Business and Community Services is recognizing fund balance and budgeting for special payments, contingency and capital improvements for Library Services.

Business and Community Services is recognizing additional fund balance and budgeting it in contingency for County Parks.

Transportation and Development is recognizing additional fund balance and budgeting it in contingency for Planning.

Sheriff is recognizing additional fund balance and budgeting for Transition Center construction and program costs for Community Corrections.

Transportation and Development is recognizing fund balance and budgeting for a part-time Office Specialist position and contingency for Dog Services.

Health, Housing and Human Services is recognizing additional fee for services revenue and budgeting to add a full-time Mental Health Specialist for the Health Centers.

Finance is recognizing fund balance and additional interfund transfer from the Sheriff and budgeting for vehicle repair and maintenance costs and contingency in Fleet Management.

The effect of this Resolution is an increase in appropriations of \$3,223,673 including revenues as detailed below:

Fund Balance	\$ 2,263,519.
Charge for Services	85,979.
Interfund Transfer	<u>874,175.</u>
Total Recommended	<u>\$ 3,223,673.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 10, 2015.

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . Public Safety Local Option Levy Fund
- . Resolution Services Fund
- . Library Services Fund
- . County Parks Fund
- . Planning Fund
- . Community Corrections
- . Dog Services Fund
- . Health Centers Fund
- . Fleet Management Fund;

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 2 of 2

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**December 10, 2015**

Recommended items by revenue source:

Fund Balance	\$ 2,263,519.
Charge for Services	85,979.
Interfund Transfer	<u>874,175.</u>
 Total Recommended	 <u>\$ 3,223,673.</u>

**GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Revenue:	
Interfund Transfer	\$ 721,150.
Total Revenues	<u>\$ 721,150.</u>
Expense:	
Not Allocated to Organizational Unit	
Interfund Transfer	\$ 608,551.
Contingency	112,599.
Total Expenses	<u>\$ 721,150.</u>

General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

**PUBLIC SAFETY LOCAL OPTION LEVY FUND**

Revenue:	
Fund Balance	\$ 68,248.
Total Revenues	<u>\$ 68,248.</u>
Expense:	
Sheriff	\$ 68,248.
Total Expenses	<u>\$ 68,248.</u>

Sheriff is recognizing additional fund balance and budgeting for personnel costs.

**RESOLUTION SERVICES FUND**

Revenue:	
Fund Balance	\$ 25,159.
Total Revenues	<u>\$ 25,159.</u>
Expense:	
Resolution Services	\$ 25,159.
Total Expenses	<u>\$ 25,159.</u>

Resolution Services is recognizing additional fund balance and budgeting for personnel costs.



**LIBRARY SERVICES FUND**

Revenue:	
Fund Balance	\$ 762,618.
Total Revenues	<u>\$ 762,618.</u>
Expense:	
Business & Community Services	\$ 511,355.
Not Allocated to Organizational Unit	
Special Payments	169,012
Contingency	<u>82,251.</u>
Total Expenses	<u>\$ 762,618.</u>

Business and Community Services is recognizing fund balance and budgeting for special payments, contingency and capital improvements.

**COUNTY PARKS FUND**

Revenue:	
Fund Balance	\$ 161,409.
Total Revenues	<u>\$ 161,409.</u>
Expense:	
Not Allocated to Organizational Unit	
Contingency	<u>\$ 161,409.</u>
Total Expenses	<u>\$ 161,409.</u>

Business and Community Services is recognizing additional fund balance and budgeting it in contingency.

**PLANNING FUND**

Revenue:	
Fund Balance	\$ 226,619.
Total Revenues	<u>\$ 226,619.</u>
Expense:	
Not Allocated to Organizational Unit	
Contingency	<u>\$ 226,619.</u>
Total Expenses	<u>\$ 226,619.</u>

Transportation and Development is recognizing additional fund balance and budgeting it in contingency.

**COMMUNITY CORRECTIONS FUND**

Revenue:	
Fund Balance	\$ 756,754.
Total Revenues	<u>\$ 756,754.</u>
Expense:	
Sheriff	<u>\$ 756,754.</u>
Total Expenses	<u>\$ 756,754.</u>

Sheriff is recognizing additional fund balance and budgeting for Transition Center construction and program costs.

**DOG SERVICES FUND**

Revenue:	
Fund Balance	\$ 117,264.
Total Revenues	<u>\$ 117,264.</u>
Expense:	
Transportation & Development	\$ 39,111.
Not Allocated to Organizational Unit	
Contingency	78,153.
Total Expenses	<u>\$ 117,264.</u>

Transportation and Development is recognizing fund balance and budgeting for a part-time Office Specialist position and contingency.

**HEALTH CENTERS FUND**

Revenue:	
Charge for Services	\$ 85,979.
Total Revenues	<u>\$ 85,979.</u>
Expense:	
Health, Housing & Human Services	\$ 85,979.
Total Expenses	<u>\$ 85,979.</u>

Health, Housing and Human Services is recognizing additional fee for services revenue and budgeting to add a full-time Mental Health Specialist.

**FLEET MANAGEMENT FUND**

Revenue:	
Fund Balance	\$ 145,448.
Interfund Transfer	153,025.
Total Revenues	<u>\$ 298,473.</u>
Expense:	
Finance	\$ 153,025.
Not Allocated to Organizational Unit	
Contingency	145,448.
Total Expenses	<u>\$ 298,473.</u>

Finance is recognizing fund balance and additional interfund transfer from the Sheriff and budgeting for vehicle repair and maintenance costs and contingency.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

December 10, 2015

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$810,941.
Funding Source	Includes Prior Year Revenue and Federal and State Operating Grant Revenue.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended October 29, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

Sheriff is recognizing additional Measure 57 State revenue and budgeting it in contingency for Community Corrections.

District Attorney is recognizing additional revenue from Child Abuse Multidisciplinary Intervention and Victims of Crime Assistance and budgeting for program expenses and a full-time Victim Advocate position.

Health, Housing and Human Services is recognizing actual fund balance, prior year revenue and new revenue from the Healthy Start Grant and Medicaid and budgeting for program costs for Children, Youth and Families.

The effect of this Board Order is an increase in appropriations of \$810,941 including new revenues as detailed below:

Fund Balance	\$ (697,012.)
Prior Year Revenue	1,010,162.
Federal Operating Grants	133,043.
State Operating Grants	<u>364,748.</u>
Total Recommended	<u>\$ 810,941.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

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

In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Community Corrections Fund
- . District Attorney Fund
- . Children, Youth and Families Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## NEW SPECIFIC PURPOSE REVENUE REQUESTS

### Exhibit A

Fund Balance	\$ (697,012.)
Prior Year Revenue	1,010,162.
Federal Operating Grants	133,043.
State Operating Grants	<u>364,748.</u>
Total Recommended	<u>\$ 810,941.</u>

### COMMUNITY CORRECTIONS FUND

Revenue:	
State Operating Grants	\$ 333,410.
Total	<u>\$ 333,410.</u>
Expense:	
Not Allocated to Organizational Unit	
Contingency	\$ 333,410
Total	<u>\$ 333,410.</u>

Sheriff is recognizing additional Measure 57 State revenue and budgeting it in contingency.

### DISTRICT ATTORNEY FUND

Revenue:	
Prior Year Revenue	\$ 774.
Federal Operating Grants	69,241.
State Operating Grants	6,324.
Total	<u>\$ 76,309.</u>
Expense:	
District Attorney	\$ 76,309.
Total	<u>\$ 76,309.</u>

District Attorney is recognizing additional revenue from Child Abuse Multidisciplinary Intervention and Victims of Crime Assistance and budgeting for program expenses and a full-time Victim Advocate position.

### CHILDREN, YOUTH AND FAMILIES FUND

Revenue:	
Fund Balance	\$ (697,012.)
Prior Year Revenue	1,009,418.
Federal Operating Grants	63,802.
State Operating Grants	25,014.
Total	<u>\$ 401,222.</u>
Expense:	
Health, Housing and Human Services	\$ 401,222.
Total	<u>\$ 401,222.</u>

Health, Housing and Human Services is recognizing actual fund balance, prior year revenue and new revenue from the Healthy Start Grant and Medicaid and budgeting for program costs.



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MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

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

December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended October 29, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

General Fund – Not Allocated to Organizational Unit is transferring from contingency to County Administration, Board of County Commissioners and Technology Services for higher costs associated with Managing for Results implementation and to provide for main distribution frame space at the Development Services Building. It is also reducing interfund transfer to Transportation & Development and increasing contingency. Also in the General Fund, the Assessor is reclassing how it accounts for payments to other governments and agencies.

Technology Services is recognizing an interfund transfer from the General Fund and budgeting for distribution frame costs at the Development Services Building.

Sheriff is recognizing General Fund transfer for the Justice Court revenue distribution and budgeting for personnel costs and to increase the interfund transfer to Fleet Management for vehicle maintenance costs.

Health, Housing and Human Services is adjusting budget to increase a part-time Abuse Investigation position to full-time for Behavioral Health.

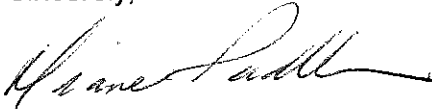
Health, Housing and Human Services is adjusting budget to purchase a compact cargo van for Community Solutions.

Health, Housing and Human Services is adjusting budget to reclass how it accounts for payments to other governments and agencies in the Health Centers.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Padilla", written in a cursive style.

Diane Padilla  
Budget Manager



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

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – County Administration
- . General Fund - Assessor
- . General Fund – Board of County Commissioners
- . Technology Services Fund
- . Sheriff Fund
- . Behavioral Health Fund
- . Community Services Fund
- . Health Centers Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2015 through June 30, 2016.

**BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**TRANSFER REQUEST**

Exhibit A

**GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT- COUNTY  
ADMINISTRATION AND BOARD OF COUNTY COMMISSIONERS**

Decrease:

Expense:

Not Allocated to Organizational Unit	
Interfund Transfers	\$ (44,885.)
Contingency	<u>32,385.</u>
Total	<u>\$ (12,500.)</u>

Increase:

Expense:

General Fund – County Administration	\$ 7,600.
General Fund – Board of County Commissioners	4,900.
General Fund – Assessor	<u>0.</u>
Total	<u>\$ 12,500.</u>

General Fund – Not Allocated to Organizational Unit is transferring from contingency to County Administration, Board of County Commissioners and Technology Services for higher costs associated with Managing for Results implementation and to provide for main distribution frame space at the Development Services Building. It is also reducing interfund transfer to Transportation & Development and increasing contingency. Also in the General Fund, the Assessor is reclassing how it accounts for payments to other governments and agencies.

**TECHNOLOGY SERVICES FUND**

Expense:

Technology Services	\$ 15,453.
Total	<u>\$ 15,453.</u>

Technology Services is recognizing an interfund transfer from the General Fund and budgeting for distribution frame costs at the Development Services Building.

**SHIERFF FUND**

Expense:

Sheriff	\$ 455,526.
Not Allocated to Organizational Unit	
Interfund Transfer	<u>153,025</u>
Total	<u>\$ 608,551.</u>

Sheriff is recognizing General Fund transfer for the Justice Court revenue distribution and budgeting for personnel costs and to increase the interfund transfer to Fleet Management for vehicle maintenance costs.

### BEHAVIORAL HEALTH FUND

Expense:

Health, Housing and Human Services	\$ 0.
Total	<u>\$ 0.</u>

Health, Housing and Human Services is adjusting budget to increase a part-time Abuse Investigation position to full-time.

### COMMUNITY SOLUTIONS FUND

Expense:

Health, Housing and Human Services	\$ 0.
Total	<u>\$ 0.</u>

Health, Housing and Human Services is adjusting budget to purchase a compact cargo van.

### HEALTH CENTERS FUND

Expense:

Health, Housing and Human Services	\$ (2,800.)
Not Allocated to Organizational Unit	
Special Payments	<u>2,800.</u>
Total	<u>\$ 0.</u>

Health, Housing and Human Services is adjusting budget to reclass how it accounts for payments to other governments and agencies.



9  
MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

December 10, 2015

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution Affirming that the Clackamas County 2015-2016 Fiscal Year  
Budget is Appropriated by Organization Unit

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:** On October 29, 2015, The Clackamas County Board of Commissioners approved four resolutions amending the Fiscal Year 2015-16 budget. These included a Supplemental Budget Greater than Ten Percent or Reduction (Resolution 2015-112), a Supplemental Budget Less than 10 Percent (Resolution 2015-114), an Authorization to Appropriate Grants for Specific Purposes (Resolution 2015-115.) and a Transfer Appropriations Within (Resolution 2015-116) In the exhibits detailing the budgets to be amended, expenditures were inadvertently classified by fund although the budget had been adopted at the organizational unit level. It was not the County's intention to appropriate expenditures at other than the organizational unit level; it was an oversight, the result of reverting to the use of prior exhibit formats.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the resolution affirming that the Clackamas County 2015-2016 fiscal year budget is appropriated by organizational unit.

Sincerely,

Diane Padilla  
Budget Manager

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

In the Matter of Affirming  
that the 2015-16 Fiscal Year Budget  
is Appropriated by Organizational Unit



Resolution No. \_\_\_\_\_

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

The Fiscal Year 2015-16 County Budget was adopted and has been amended at the organizational unit level although exhibits attached to October 29, 2015 amendments erroneously classified some appropriations only by fund.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**October 29, 2015**

Recommended items by revenue source:

Prior Year Revenue	\$ (222,701.)
Fund Balance	357,122.
Federal Operating Grants	407,797.
State Operating Grants	(1,245,055.)
Local Government & Other Agencies	(27,880.)
Charge for Services	905,660.
Interfund Transfers	<u>(103,000.)</u>
 Total Recommended	 <u>\$ 71,933.</u>

**SOCIAL SERVICES FUND**

Revenues:

Prior Year Revenue	\$ (489,657.)
Fund Balance	3,909.
State Operating Grants	(1,421,111.)
Local Governments & Other Agencies	(105,000.)
Charge for Services	98,000.
Interfund Transfer	<u>(103,000.)</u>
Total Revenues	<u>\$ (2,016,859.)</u>

Expenses:

Health, Housing and Human Services	\$ (2,016,859.)
Total Expenses	<u>\$ (2,016,859.)</u>

Health, Housing and Human Services is decreasing and realigning budget due to reduced state funding for developmental disability programs.

**JUVENILE FUND**

Revenues:

Prior Year Revenue	\$ 266,956
Federal Operating Grants	407,797.
State Operating Grants	176,056.
Local Governments & Other Agencies	77,120.
Charge for Services	<u>7,660.</u>
Total Revenues	<u>\$ 935,589.</u>

Expenses:

Juvenile	\$ 899,029.
Not Allocated to Organizational Unit	
Special Payment	<u>36,560</u>
Total Expenses	<u>\$ 935,589.</u>

Juvenile is recognizing prior year revenue and additional grant revenue and budgeting to add a full-time accounting specialist and a full-time human services assistant and for program expenses.

**CLACKAMAS BROADBAND UTILITY FUND**

Revenue:		
Fund Balance	\$	57,101.
Charge for Services		800,000.
Total Revenues	\$	<u>857,101.</u>
Expense:		
Technology Services	\$	857,101.
Total Expenses	\$	<u>857,101.</u>

Technology Services is recognizing fund balance and connection fee revenues and appropriating capital expenditure for Clackamas Broadband Utility.

**CABLE ADMINISTRATION FUND**

Revenues:		
Fund Balance	\$	(8,460.)
Total Revenues	\$	<u>(8,460.)</u>
Expenses:		
Public & Government Affairs	\$	(8,460.)
Total Expenses	\$	<u>(8,460.)</u>

Public and Government Affairs is recognizing lower than anticipated fund balance and realigning expenditures accordingly for Cable Administration.

**TELECOMMUNICATION SERVICES FUND**

Revenues:		
Fund Balance	\$	304,562.
Total Revenues	\$	<u>304,562.</u>
Expenses:		
Technology Services	\$	304,562.
Total Expenses	\$	<u>304,562.</u>

Technology Services is recognizing additional fund balance and budgeting for a new computer server and other system upgrades associated with the Development Services Building.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**October 29, 2015**

Recommended items by revenue source:

Prior Year Revenue	\$ 3,046.
Fund Balance	3,763,562.
License & Permits	12,648.
Federal Operating Grants	85,697.
State Operating Grants	213,440.
Local Government & Other Agencies	79,200.
Charge for Services	111,058.
Miscellaneous Revenue	112,384.
Interfund Transfer	<u>833,477.</u>
 Total Recommended	 <u>\$ 5,214,512.</u>

**GENERAL FUND – HUMAN RESOURCES**

Revenue:	
Miscellaneous Revenue	\$ 112,384.
Total Revenues	<u>\$ 112,384.</u>
Expense:	
Human Resources	\$ 112,384.
Total Expenses	<u>\$ 112,384.</u>

General Fund – Human Resources is recognizing internal services revenue and budgeting to add a full-time Human Resources Analyst to focus solely on recruitment for Health, Housing and Human Services funds.

**GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Revenue:	
Fund Balance	\$ 833,477.
Total Revenues	<u>\$ 833,477.</u>
Expense:	
Not Allocated to Organizational Unit	
Contingency	\$ 833,477.
Total Expenses	<u>\$ 833,477.</u>

General Fund – Not Allocated to Organizational Unit is recognizing fund balance and appropriating it in contingency.



## **BEHAVIORAL HEALTH FUND**

Revenue:	
Fund Balance	\$ 1,649,494.
Total Revenues	<u>\$ 1,649,494.</u>
Expense:	
Health, Housing and Human Services	\$ 2,377,561.
Not Allocated to Organizational Unit	
Contingency	<u>(728,067.)</u>
Total Expenses	<u>\$ 1,649,494.</u>

Health, Housing and Human Services is recognizing fund balance and transferring from contingency and budgeting for program expenses for Behavioral Health.

## **SOCIAL SERVICES FUND**

Revenue:	
Fund Balance	\$ 662,818.
Federal Operating Grants	37,802.
State Operating Grants	131,703.
Charge for Services	<u>27,000.</u>
Total Revenues	<u>\$ 859,323.</u>
Expense:	
Health, Housing and Human Services	\$ 629,020.
Not Allocated to Organizational Unit	
Contingency	<u>230,303</u>
Total Expenses	<u>\$ 859,323.</u>

Health, Housing and Human Services is recognizing fund balance and additional federal and state operating grant revenues and budgeting for program and temporary worker expenses and contingency for Social Services.

## **COMMUNITY SOLUTIONS FUND**

Revenue:	
Fund Balance	\$ 71,577.
Federal Operating Grants	17,896.
State Operating Grants	102,493.
Charge for Services	<u>51,846.</u>
Total Revenues	<u>\$ 243,812.</u>
Expense:	
Health, Housing and Human Services	<u>\$ 243,812.</u>
Total Expenses	<u>\$ 243,812.</u>

Health, Housing and Human Services is recognizing fund balance and additional grant funding and budgeting for program expenses for Community Solutions.

## PUBLIC HEALTH FUND

Revenue:	
Prior Year Revenue	\$ 3,046.
Fund Balance	35,095.
License & Permits	12,648.
Federal Operating Grants	29,999.
State Operating Grants	(20,756.)
Local Government & Other Agencies	79,200.
Charge for Services	(92,876.)
Total Revenues	<u>\$ 46,356.</u>
Expense:	
Health, Housing and Human Services	\$ 108,180.
Not Allocated to Organizational Unit	
Interfund Transfer	(40,000.)
Contingency	(21,824.)
Total Expenses	<u>\$ 46,356.</u>

Health, Housing and Human Services is recognizing fund balance and additional School Based Health Center funding and realigning and budgeting for program costs for Public Health.

## HEALTH CENTERS FUND

Revenue:	
Charge for Services	\$ 125,088.
Total Revenues	<u>\$ 125,088.</u>
Expense:	
Health, Housing and Human Services	\$ 125,088.
Total Expenses	<u>\$ 125,088.</u>

Health, Housing and Human Services is recognizing additional fee for services revenue and budgeting to add a full-time Program Supervisor for the Health Centers.

## JUVENILE FUND

Revenue:	
Fund Balance	\$ 616,928.
Total Revenues	<u>\$ 616,928.</u>
Expense:	
Juvenile	\$ 616,928.
Total Expenses	<u>\$ 616,928.</u>

Juvenile is recognizing fund balance and budgeting for program expenses.

**TECHNOLOGYSERVICES FUND**

Revenue:	
Fund Balance	\$ 727,650.
Total Revenues	<u>\$ 727,650.</u>
Expense:	
Technology Services	\$ 727,650.
Total Expenses	<u>\$ 727,650.</u>

Technology Services is recognizing fund balance and budgeting to complete projects carried over from the prior year as well as current year projects.

## NEW SPECIFIC PURPOSE REVENUE REQUESTS

### Exhibit A

Federal Operating Grants	\$ 540,720.
State Operating Grants	1,025,538.
Local Government & Other Agencies	394,683.
Charge for Services	75,000.
Miscellaneous Revenue	<u>5,656.</u>
Total Recommended	<u>\$ 2,041,597.</u>

### SHERIFF FUND

Revenue:	
Local Government & Other Agencies	\$ 163,575.
Miscellaneous Revenue	<u>2,374.</u>
Total	<u>\$ 165,949.</u>
Expense:	
Sheriff	<u>\$ 165,949.</u>
Total	<u>\$ 165,949.</u>

Sheriff is recognizing additional Dive Team donations and contract revenue from the City of Wilsonville and budgeting for a full-time Sergeant position and public safety equipment.

### COMMUNITY CORRECTIONS FUND

Revenue:	
State Operating Grants	\$ 1,025,538.
Miscellaneous Revenue	<u>3,282.</u>
Total	<u>\$ 1,028,820.</u>
Expense:	
Sheriff	\$ 1,109,321.
Not Allocated to Organizational Unit	
Contingency	<u>(80,501.)</u>
Total	<u>\$ 1,028,820.</u>

Sheriff is recognizing additional revenue from the State of Oregon Department of Corrections, Grant-in-Aid and Measure 57 and budgeting to add three full-time Parole & Probation Officers, one full-time Employment Specialist and one full-time Community Corrections Supervisor to help support the additional clients and programs at the new Transition Center. This fund is also transferring from contingency for additional program expenses.

### **COMMUNITY SOLUTIONS FUND**

Revenue:	
Charge for Services	\$ 75,000.
Total	<u>\$ 75,000.</u>
Expense:	
Health, Housing and Human Services	\$ 75,000.
Total	<u>\$ 75,000.</u>

Health, Housing and Human Services is recognizing internal county revenue and budgeting it for the work repair agreement on manufactured and mobile homes for Community Development clients.

### **CHILDREN, YOUTH AND FAMILIES FUND**

Revenue:	
Federal Operating Grants	\$ 510,000.
Total	<u>\$ 510,000.</u>
Expense:	
Health, Housing and Human Services	\$ 510,000.
Total	<u>\$ 510,000.</u>

Health, Housing and Human Services is recognizing new revenue from the Youth & Community Health Grant and budgeting for program costs.

### **HEALTH CENTERS FUND**

Revenue:	
Federal Operating Grants	\$ 30,720.
Local Government & Other Agencies	231,108.
Total	<u>\$ 261,828.</u>
Expense:	
Health, Housing and Human Services	\$ 261,828.
Total	<u>\$ 261,828.</u>

Health, Housing and Human Services is recognizing funding from the Oregon Criminal Justice Commission and budgeting to add a full-time Case Manager position and program costs at the Health Centers.

## TRANSFER REQUEST

Exhibit A

### GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT- EMPLOYEE SERVICES

Decrease:

Expenses:

Not Allocated to Organizational Unit	
Materials & Services	\$ (872,282.)
Contingency	<u>(173,313.)</u>
Total	<u><u>\$(1,045,595.)</u></u>

Increase:

Expense:

Not Allocated to Organizational Unit	
Special Payments	\$ 700,000.
Interfund Transfer	312,685
General Fund – Human Resources	<u>32,910.</u>
Total	<u><u>\$ 1,045,595.</u></u>

General Fund – Not Allocated to Organizational Unit is transferring from contingency to Human Resources for technology upgrade costs budgeted in 2014-15 and completed in 2015-16. It is also increasing interfund transfer to help support A Safe Place and for an increase in contracted janitorial services costs and transferring appropriations to special payments to better categorize use of funds.

### BUILDING CODES FUND

Expense:

Transportation and Development	\$ 327,295.
Not Allocated to Organizational Unit	
Contingency	<u>(327,295.)</u>
Total	<u><u>\$ 0.</u></u>

Transportation & Development is transferring from contingency and budgeting to add one full-time Plan Examiner, one full-time Plumbing Inspector and one full-time Permits Specialist to accommodate increasing development and permit activity.

### ROAD FUND

Expense:

Transportation and Development	\$ 73,582.
Not Allocated to Organizational Unit	
Contingency	<u>(73,582.)</u>
Total	<u><u>\$ 0.</u></u>

Transportation & Development is transferring from contingency and budgeting for one full-time Permits Specialist to accommodate increased development and permit activity.

**CODE ENFORCEMENT & SUSTAINABILITY FUND**

Expense:	
Transportation and Development	\$ 70,850.
Not Allocated to Organizational Unit	
Contingency	<u>(70,850.)</u>
Total	<u>\$ 0.</u>

Transportation & Development is transferring from contingency and budgeting for a part-time Sustainability Analyst.

**BEHAVIORAL HEALTH FUND**

Expense:	
Health, Housing and Human Services	\$ 147,632.
Not Allocated to Organizational Unit	
Contingency	<u>(147,632.)</u>
Total	<u>\$ 0.</u>

Health, Housing and Human Services is transferring from contingency and budgeting to add a full-time Program Supervisor for the Oregon Health Plan Adult and Child Program. It is also adjusting appropriations to better categorize them as program expenses.

**SOCIAL SERVICES FUND**

Expense:	
Health, Housing and Human Services	\$ 0.
Total	<u>\$ 0.</u>

Health, Housing and Human Services is realigning budget to better account for the expenses of the Housing Vets First Program and adding one full-time Case Manager position.

**CHILDREN, YOUTH AND FAMILIES**

Increase:	
Revenue:	
Charge for Services	\$ 260,577.
Decrease:	
Revenue:	
Interfund Transfer	<u>(88,295.)</u>
Total	<u>\$ 172,282.</u>
Increase:	
Expense:	
Health, Housing and Human Services	\$ 172,282.
Total	<u>\$ 172,282.</u>

Health, Housing and Human Services is recognizing an interfund transfer from the General Fund and budgeting to add a full-time Office Specialist position to help support A Safe Place Family Justice Center and other program costs. It is also realigning revenue to better reflect year to date expenses.

**HEALTH CENTERS FUND**

Expense:

Health, Housing and Human Services	\$ 0.
Total	<u>\$ 0.</u>

Health, Housing and Human Services is adjusting appropriations to better categorize use of program expenses.

**FACILITIES MANAGEMENT FUND**

Increase:

Revenue:

Interfund Transfer	\$ 108,522.
--------------------	-------------

Expense:

Finance	\$ 322,733.
Not Allocated to Organizational Unit	
Contingency	<u>(214,211.)</u>
Total	<u>\$ 108,522.</u>

Finance is recognizing additional General Fund support and budgeting for higher janitorial services contract costs. It is also reducing fund balance and budgeting to add a full-time Building Maintenance position and adjusting contingency accordingly.





December 10, 2015

Board of County Commissioners

Clackamas County  
Members of the Board:

Approval of an Intergovernmental Agreement (IGA) between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG).

<b>Purpose/Outcome</b>	Approval from the Board for the Intergovernmental Agreement (IGA) between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project.
<b>Dollar Amount and Fiscal Impact</b>	<b>\$325,000</b>
<b>Funding Source</b>	\$250,000-Metro CPDG; \$75,000-Clackamas County Business & Economic Development; \$10,000-City of Milwaukie
<b>Duration</b>	Through June 30, 2017
<b>Previous Board Action/Review</b>	Board approved applying for Metro CPDG funds for the NMIA Plan project in partnership with the City of Milwaukie
<b>Contact Person</b>	Catherine Grubowski-Johnson, Manager, Business & Economic Development

**BACKGROUND:**

The purpose of the North Milwaukie Industrial Area (NMIA) Plan is to develop a framework plan and an implementation strategy that will provide guidance for future redevelopment of the NMIA as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible and harmonious way and achieve the strategic community and economic goals of the City of Milwaukie, Clackamas County and Metro. The City of Milwaukie and Clackamas County want to encourage a balance of uses with the objective of greatly increasing private capital investment and family-wage job creation, and to leverage the improved transportation access to the NMIA as a result of the new light rail line.

In order to carry out the goals of the Plan, Clackamas County and the City of Milwaukie submitted a funding request to the Metro Community Planning and Development Grant (CPDG) program in the amount of \$250,000 and identifying the scope of work detailed in Exhibit A attached.

The project also includes a funding commitment from Clackamas County Business & Economic Development of \$75,000 and the City of Milwaukie for \$10,000.

The \$250,000 CPDG funding request has been awarded. Therefore, staff has prepared the Intergovernmental Agreement (IGA) Between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project for Board consideration.

**RECOMMENDATION:**

Recommended Board Order approving the Intergovernmental Agreement (IGA) Between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services

## INTERGOVERNMENTAL AGREEMENT

### By and Between the City of Milwaukie and Clackamas County For the Metro Community Development Planning Grant (CPDG) North Milwaukie Industrial Area (NMIA) Plan

THIS AGREEMENT, is made this 3rd day of November, 2015, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation (hereinafter referred to as "CITY"), and CLACKAMAS COUNTY, a political subdivision of the State (hereinafter referred to as "COUNTY"), the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

**Background.** COUNTY has applied for and been awarded a Metro Community Planning Development Grant ("CPDG Grant") in the amount of \$250,000 to complete the scope of work detailed in the grant application (incorporated as Exhibit A to this Agreement) for the North Milwaukie Industrial Area Plan ("NMIA") Project.

**Term.** This Agreement shall be effective on the date it is executed by all parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

#### Provisions.

- A. The COUNTY shall provide project oversight, project management, grant management and reporting for the NMIA Project as prescribed in "Exhibit A".
- B. The COUNTY shall commit staff time to provide oversight, project and grant management, as well as a cash match to the Metro CPDG funds in the amount of \$75,000. The COUNTY will designate said match funds to project in budget line item.
- C. The CITY shall participate with the COUNTY on project oversight, project management, and compilation of supporting documents for grant reporting for the NMIA Project as prescribed in "Exhibit A".
- D. The COUNTY shall invoice the CITY for their cash match upon execution of this Agreement; CITY shall remit project cash match in full to COUNTY no later than June 30, 2016.
- E. The CITY shall commit staff time to the project, as well as a cash match to the Metro CPDG funds in the amount of \$10,000.
- F. The COUNTY shall keep Metro and the CITY informed of all new developments, issues, or concerns affecting the CPDG Grant and/or the NMIA Project.
- G. The COUNTY shall coordinate with and involve the CITY and Metro prior to holding any public sessions, presentations, or distributing promotion materials, or making consultant requests outside of the scope of the NMIA plan.

- H. The COUNTY shall not represent the CITY's position on current and future land uses or commitment of CITY resources without consent from the CITY, nor shall the CITY represent the COUNTY's position or commitment of COUNTY resources related to the grant project without consent of the COUNTY.
- I. The COUNTY shall notify Metro and the CITY in advance of any public announcement that is made on the subject.
- J. The CITY shall keep the COUNTY informed of all new developments, issues, or concerns affecting the CPDG Grant and/or the NMIA Project.
- K. The CITY shall notify the COUNTY in advance of any public announcement that is made on the subject.
- L. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation:
  - 1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
  - 2. Time is of the essence of this Agreement. Neither the COUNTY nor the CITY shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
  - 3. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the CITY may be taken by City staff, the Council or by the City Manager. Potential actions could include arranging meeting locations and notice as needed, participating in preauthorization conferences with businesses, promoting the program to potentially eligible businesses, distributing marketing information at city hall, and coordinating business assistance with the county business and economic development team.

**Additional Duties of City of Milwaukie.** Potential additional duties or actions required of the CITY may include coordinating meeting locations and notifications; discussing the project with property owners, businesses, and/or stakeholders; distributing information; and coordinating updates with the Planning Commission and City Council.

**Modifications.** Modifications to this Agreement are valid only if made in writing and signed by all parties. The Clackamas County Administrator and the City Manager may, on behalf of the COUNTY and CITY respectively, approve any modification by amendment that does not increase the financial payment or cost.

**Notices.** All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

CITY OF MILWAUKIE

CLACKAMAS COUNTY

William Monahan  
City Manager  
10722 SE Main Street  
Milwaukie, OR 97222

Don Krupp  
County Administrator  
2051 Kaen Road  
Oregon City, OR 97045

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

**Hold Harmless.** Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort Claims Act limitations.

**Termination.** This Agreement may be terminated by either party as of the 30<sup>th</sup> day of June of any year during the term of this Agreement by giving notice six (6) months prior.

**Disputes.** Disputes regarding this agreement, which cannot be resolved by respective managers, shall first be directed to each party's counsel. Failing resolution, parties shall mutually agree upon a third party mediator.

**Discrimination.** The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

**Waiver of Breach.** A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.


*City of Milwaukie, an Oregon municipal Corporation*

*Clackamas County, a political subdivision of the State of Oregon*

By:   
William Monahan, City Manager

by: \_\_\_\_\_  
\_\_\_\_\_, County Commissioner

Approved as to form:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Counsel

**CONSTRUCTION EXCISE TAX GRANT  
INTERGOVERNMENTAL AGREEMENT**

**Metro – Clackamas County  
North Milwaukie Industrial Redevelopment Plan Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Clackamas County (“County”), located at 2051 Kaen Road, Oregon City, OR, 97045, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a CET Grant Request (“Grant Request”) for the North Milwaukie Industrial Redevelopment Plan Project (“Project”); and

WHEREAS Metro has agreed to provide the County CET Grant funding for the Project in the amount of \$250,000, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the County for the Project as described in the County’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement.
2. County Responsibilities. The County shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The County shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the County shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the County’s invoice and supporting documents, and

subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

Clackamas County *Business &  
Economic Devel.* Department  
Attention: Catherine Comer,  
Manager

COPY

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the County as of the effective date of the court order. In such case the County shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The County shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement. The County shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the County and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the County.

10. Authority. County and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the County and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the County or Metro, respectively.

Metro

Clackamas County

By: \_\_\_\_\_  
Martha Bennett

By: \_\_\_\_\_

Title: Metro Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Alison R. Kean

By: \_\_\_\_\_

Title: Metro Attorney

Title: County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit A – Milestones and Deliverables Schedule  
Exhibit B – County’s Grant Request

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# Exhibit A

## METRO CPDG IGA

### North Milwaukie Industrial Area Plan

#### Milestone and Deliverables Schedule for Release of Funds

Milestone/Deliverable	Due Date	Grant Payment
Execute Metro CPDG IGA and local Resolution	10-Dec-15	
Execute IGA between City of Milwaukie and Clackamas County	10-Dec-15	
<b>1. Project Management and Administration</b>	<b>September 2015 to June 2017</b>	
Manage project and grant reporting requirements	Sep 2015 - Jun 2017	
Kick-off meeting to discuss roles, responsibilities, SOW	30-Sep-15	
Identify and designate Project Management Team (PMT)	30-Sep-15	
Develop detailed project SOW with PMT	31-Dec-15	
Publish RFP for consultant to carryout scope	4-Jan-16	
Review proposals and hire consultant to complete SOW	1-Feb-16	
Consultant team selected and contract executed	15-Feb-16	
PMT meeting with consultant - final SOW, contracts, et al	28-Feb-16	
<b>2. Existing Conditions, Inventory, and Data Compilation</b>	<b>January 2016 to March 2016</b>	
Compilation of existing plans (including concurrent analysis of supply and demand of employment lands (EOA) and the urban renewal feasibility study), land use, planning codes, etc.	31-Mar-16	
Analysis of GIS data addressing land use, transportation, and natural features	31-Mar-16	
Analysis of US Census data and market data; QCEW data	31-Mar-16	
Preparation of a constraints and opportunities analysis report	31-Mar-16	
<b>3. Public Involvement/Outreach Plan</b>	<b>January 2016 to March 2016</b>	
Identify stakeholders, businesses, property owners, institutional and government agencies, area residents, and other interested parties impacted by this project	31-Jan-16	
PMT meeting with community leaders and key stakeholders to establish a "Task Force" to work with the PMT and consultants on project deliverables	28-Feb-16	
Develop an outreach strategy and timeline including, but not limited to: online surveys, one-on-one meetings with major stakeholders, focus group meetings with stakeholder groups, presentations to stakeholder groups and public city council meetings, social media outreach, website updates.	31-Mar-16	
<b>Grant Report and Drawdown Request</b>	<b>31-Mar-16</b>	<b>\$50,000</b>
<b>4. Market Study/Economic Feasibility</b>	<b>April 2016 to June 2016</b>	
Conduct demographic and economic research to determine the supply and demand and financial viability of uses on the properties. City would be concurrently completing an Economic Opportunities Analysis for the entire city.	30-Jun-16	
Discussions with local, regional and national developers and end-user tenants to ground truth assumptions and recommendations	30-Jun-16	
Research for possible anchor tenants	30-Jun-16	
Identify uses for the site, including: near-, mid- and long-term uses; catalytic uses and interim uses	30-Jun-16	
<b>Grant Report and Drawdown Request</b>	<b>30-Jun-16</b>	<b>\$50,000</b>
<b>5. Draft Framework Plan</b>	<b>June 2016 to September 2016</b>	
Eco-Industrial District Vision: establish the vision, principles, and standards needed for development of an eco-industrial district	30-Sep-16	
Tacoma Area Station Plan as appropriate; identify public open space and natural features to be protected; understand and identify land constraints (e.g. Brownfields, wetland issues, etc).	30-Sep-16	
Transportation: identify needed improvements to streets, transit, pedestrian ways, and bikeways; identify gaps in the active transportation network and implementation steps; explore and incorporate transportation demand management approaches; develop a parking plan for the district	30-Sep-16	
Infrastructure: identify and plan infrastructure (water, sewer, storm drainage) necessary to support the development of the district and consistent with the objectives of the principles for an eco-industrial district; create a phasing plan for infrastructure improvements	30-Sep-16	
<b>Grant Report and Drawdown Request</b>	<b>30-Sep-16</b>	<b>\$50,000</b>
<b>6. Development Feasibility Testing</b>	<b>October 2016 to December 2016</b>	
Conduct a development feasibility analysis that includes matching potential uses with existing and new buildings and performing a financial feasibility analysis; the feasibility will be based on development costs and economic viability in the near, mid, and long term. Financial sources and uses will be identified	31-Dec-16	

# Exhibit A

## METRO CPDG IGA

### North Milwaukie Industrial Area Plan

#### Milestone and Deliverables Schedule for Release of Funds

Milestone/Deliverable	Due Date	Grant Payment
Test the draft Framework Plan against the development feasibility with the development experts at focus group meetings	31-Dec-16	
Based on the feasibility analysis and focus groups list plan refinements and actions necessary for implementation	31-Dec-16	
<b>7. Draft Implementation Strategy</b>		
January 2017 to March 2017		
Prepare a draft development/economic development action plan that outlines the programs and financing options to implement the draft framework plan	31-Mar-17	
Identify opportunities for public/private partnerships to encourage implementation	31-Mar-17	
Identify estimated costs for transportation and infrastructure improvements outlined in the framework plan	31-Mar-17	
Develop a draft funding strategy for public improvements that considers the use of urban renewal and tax increment financing	31-Mar-17	
Present Draft Strategy to Planning Commission and City Council	31-Mar-17	
<b>Grant Report and Drawdown Request</b>	<b>31-Mar-17</b>	<b>\$50,000</b>
<b>8. Plan and Strategy Refinement</b>		
March 2017 to June 2017		
Conduct a series of outreach events with the public and with advisory committees to determine the refinements needed to the framework plan and the implementation strategy	30-Jun-17	
Prepare refinements to the Framework Plan and the Implementation Strategy	30-Jun-17	
Present Revised Draft Strategy to Planning Commission and City Council	30-Jun-17	
<b>9. Final Documents for City Approval</b>		
June 2017		
Finalize documents and send to the City for approval by the Planning Commission and City Council	30-Jun-17	
Revise documents as needed through the approval process	30-Jun-17	
<b>FINAL Grant Report and Drawdown</b>	<b>30-Jun-17</b>	<b>\$50,000</b>

# EXHIBIT B

## Community Planning and Development Planning Grant Cover Sheet

Check one:  
 Letter of Intent  
 Full Application

Project Name	North Milwaukie Industrial Area Plan	Applicant Organization	Clackamas Co Business & Economic Development
Contact Name	Catherine Comer, Manager	Address	150 Beavercreek Road, Oregon City OR 97045
Phone	503-742-4303	Fax	
Email	ccomer@clackamas.us	Fed. Tax ID #	93-6002286

Fiscal Agent Organization (if different from applicant) Clackamas County Business & Community Services

Contact Name	Gary Barth, Director	Address	150 Beavercreek Road, Oregon City OR 97045
Phone	503-742-4299	Fax	
Email	garybar@clackamas.us		

Project Location Description (25 words or less)

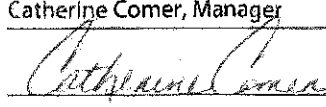
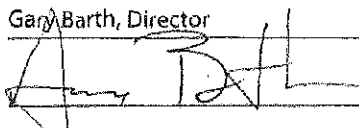
The project is located in the North Milwaukie Industrial Area in the City of Milwaukie.

Project Summary (50 words or less)

The North Milwaukie Industrial Area Redevelopment Strategy project is to develop and implement creative redevelopment-based strategies to enhance economic opportunities; increase job creation and investment; build a stronger, more competitive region; and ensure a dynamic framework for quality growth and development.

CPDG funding request	\$ <u>250,000</u>	If submitting more than one proposal, please rank this proposal in order of priority <input type="text" value="1"/>	Metro Council District of Project	<input type="checkbox"/>
Total project cost	\$ <u>446,465</u>			

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Community Planning and Development Grants Program.

<b>Applicant</b>	Organization Name	<u>Clackamas County Business &amp; Economic Development</u>
	Printed Name	<u>Catherine Comer, Manager</u>
	Signature	<u></u> Date <u>6/1/15</u>
<b>Fiscal Agent</b>	Organization Name	<u>Clackamas County Business &amp; Community Services</u>
	Printed Name	<u>Gary Barth, Director</u>
	Signature	<u></u> Date <u>6/1/15</u>

To ensure complete letter of intent or full application, please see section 2 of the CPDG Application Handbook for a complete list of necessary documents for submittal.

## **PROJECT NARRATIVE**

- a. ***Project description:*** Provide an in-depth description of the project goals and expected outcomes. The project's complexity should be illustrated with sufficient detail so that viability can be assessed. The project description can be detailed further in the budget section.

The purpose of the North Milwaukie Industrial Area (NMIA) Plan is to develop a framework plan and an implementation strategy that will provide guidance for future redevelopment of the NMIA as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible and harmonious way and achieve the strategic community and economic goals of the City of Milwaukie, Clackamas County and Metro. The City of Milwaukie and Clackamas County want to encourage a balance of uses with the objective of greatly increasing private capital investment and family-wage job creation, and to leverage the improved transportation access to the NMIA as a result of the new light rail line.

The North Milwaukie Industrial Area (NMIA) is of particular importance to the City; the area is comprised of nearly 200 acres and includes 87 businesses, which employ approximately 2,000 individuals generating an annual payroll of \$85.4 million. The NMIA has many identified advantages and opportunities for growth and the creation of new jobs, including:

- Location along Hwy 99E for easy vehicular access
- Proximity to downtown Portland, the central east side, PSU and OHSU
- Close proximity to the Tacoma Street Light Rail Station, Springwater Trail, and Downtown Milwaukie Light Rail Station
- Located in an Enterprise Zone
- Underutilized buildings and site space, which translates into an ability to generate higher numbers of jobs and wages per acre
- Active rail line access

The City of Milwaukie is a land locked city with few developable parcels. The NMIA Plan will create opportunities for employment growth by addressing redevelopment and environmental constraints so that sites in the area can be considered development ready. The plan will help guide the City's growth in an equitable and sustainable manner and serve to leverage the major investment in transportation infrastructure.

- b. ***Project site description:*** Include site boundaries, maps, nature of existing development, demographics, zoning, etc. and other information that describes the development context.

The area is currently zoned as two different areas: the area west of McLoughlin Blvd is zoned Manufacturing; the area east of McLoughlin Blvd is zoned Tacoma Station Area Manufacturing with a Tacoma Station Area Overlay, which allows for a broad range of uses intended to retain the area as a viable industrial zone, while also allowing other commercial uses. The code also allows for a floor area ratio (FAR) of up to 3:1 and building heights of up to 65 feet (approximately 5 stories) and minimal setback requirements unless abutting a residential zone. The current uses also bring awareness to possible development constraints that will need to be addressed (e.g. brownfields assessment and remediation, land consolidation, environmental mitigation issues, etc.).

The area is considered a diverse employment area of the city with approximately 65 percent of employment within the construction, manufacturing, and private education/health care industries.

- c. ***Project background:*** Describe the previous efforts that have led to the need for this project and how they set the stage for the proposed project, including: How was the need for the project identified? How did the proposed planning project evolve? Who has been involved to date and what other planning work has been conducted on the study area?

The Milwaukie Comprehensive Plan Goal for the Economic Base and Industrial/Commercial Land Use Element states in part: "To continue to support and encourage the development of a broad industrial base in the City..." Maintaining employment and a strong industrial tax base is an important policy direction within the Comprehensive Plan. In 2013, Milwaukie adopted the Tacoma Station Area Plan which added flexibility to the list of uses allowed in the industrial zone near the new Tacoma light rail station. This area allows for a broad range of uses intended to retain the area as a viable employment zone. However, the Tacoma Station Area Plan did not examine the entire north industrial area, instead focusing only on the east side of McLoughlin Blvd.; it also did not address the range of economic development resources that might be available to encourage redevelopment in the area. The proposed grant project will build on this previous effort to include the entire NMIA west of McLoughlin and will go beyond land use issues to address the financial and economic obstacles that may limit redevelopment of the NMIA into a mixed-use employment, housing, and open space area.

**d. Evaluation criteria:**

1. **Expected development outcome:** Describe key barriers to development in the location of the proposed project. Describe partnerships with property owners and other entities, or other conditions that affect your estimate that the proposed project will lead to issuance of development permits within five years. For community readiness, describe past investments and actions that will support the expected outcomes of the project.

The NMIA has a number of challenges for growth including traffic and roadway access, environmental constraints such as brownfields, large functionally obsolete buildings that limit adaptive reuse opportunities or business recruitment, high vacancy rates, a lack of amenities, confusing freight mobility patterns, and a shortage of customer and employee parking due to a predominantly warehouse/distribution land use pattern. In addition, the area has a relatively low number of jobs per acre when compared with other employment areas in the region. The City has long been interested in seeing the NMIA redevelop into a more productive area providing greater family wage employment.

To encourage a balance of uses with the objective of increasing private capital investment and family-wage job creation in the NMIA, the City of Milwaukie and Clackamas County in collaboration with Metro, state, local and regional partners, property owners, and businesses, have identified the following outcomes that will result from the NMIA Plan:

- Prepare a framework plan and an implementation strategy to provide for future redevelopment of the NMIA as a vibrant, mixed-use urban area comprised of light industrial, commercial, and residential uses.
- Adopt recommended zoning code and comprehensive plan amendments by City Council supporting the implementation of the NMIA Plan.
- Identify 1-3 key development sites and focus on strategic opportunities to promote development to occur within a 3-5-year period. The ODOT site on Ochoco St is one of the most promising opportunity sites for redevelopment.
- Prioritize and implement strategies outlined in the 2013 Tacoma Station Area Plan, including:
  - Identify current and future parking needs in the area through a comprehensive system of parking regulation and management strategies;
  - Funding of proposed public improvements in the area through a combination of public and private sources;
  - Establish a "Station Community Boundary" consistent with Metro rules which will enable the area to be eligible for regional investments to implement the redevelopment plan;
  - Work with public and private property owners and prospective businesses to attract businesses with higher levels of employment;
  - Formation of a local business association or similar private sector support group to enable property owners, businesses and other stakeholders to remain engaged in the redevelopment of the NMIA over time.
- Increase stakeholder and community awareness of the opportunities of the NMIA. Stakeholder outreach is a key component to the Plan where communications with businesses, property owners, institutional and government agencies, area residents and other interested parties will be initiated through one-on-one

interviews, focus groups, and a survey. Stakeholder feedback on the redevelopment plan will be compiled and documented as a deliverable of the overall project.

The City of Milwaukie adopted the Tacoma Station Area Plan (TSAP) in June 2013. The NMIA Plan will provide a foundation for future development in the Tacoma Station Planning area, south of the new Tacoma Light Rail Station and will identify opportunities for future land uses, new and improved transportation facilities, design concepts and standards for future development in the area as well as an implementation strategy. The TSAP serves as a policy document of the City's Comprehensive Plan and the Zoning Ordinance has been updated to aide in implementation of the NMIA Plan.

2. *Regional significance: Describe the elements of the project that will support vibrant communities, economic prosperity, safe and reliable transportation, sustainability, a healthy environment and equity.*

Outcomes of the Plan will identify and prioritize opportunities for a diverse balance of mixed-urban uses in order to enhance and improve accessibility to family-wage employment as well as provide sustained economic prosperity and competitiveness. The Plan will also incorporate access by all transportation modes and enhance those opportunities with the Tacoma Station, as well as identify creative redevelopment-based strategies to leverage the large scale public investment in light rail through the site to enhance economic opportunities while also increasing public open space, providing bike and pedestrian connectivity between the Springwater Corridor and the Trolley Trail and evaluating environmental assets and constraints.

In addition, the project will consider sustainability practices for redevelopment options by exploring eco-industrial development concepts for the NMIA by developing a strategy for businesses to work together with neighboring communities and with the local community in order to reduce waste and pollution, efficiently share resources (such as information, materials, water, energy, infrastructure, and natural resources), and help achieve sustainable development, with the intention of increasing economic gains and improving environmental quality.

3. *Centers, Corridors, Station Communities and Main Streets: Describe the community aspiration for the project area, past effort in identifying and removing development barriers, and proposed effort to identify barriers and actions and investment to remove the barriers to development and advance the objective of making these areas the principal centers of urban life in the region.*

The NMIA Plan will provide guidance for future redevelopment of the area as a vibrant, mixed-use urban community comprised of light industrial, commercial, and residential uses in order to optimize the unique opportunities present on this site and achieve the strategic goals of the City of Milwaukie, Clackamas County, and the region. A key component to the success of such a redevelopment strategy is the interplay and relationship between the various major land uses.

The City of Milwaukie is a participating member of the Clackamas County and Oregon Main Street Programs. The NMIA is located to the north of the downtown Main Street district boundary and is in close proximity to the Clackamas Regional Center. Therefore recognition of the downtown commercial/Main Street district and other regional centers will be a consideration during the visioning process of the NMIA Plan.

4. *Other locations: Describe how the proposed project will facilitate investments in employment and industrial areas on the 2040 Growth Concept map, and/or addressing the needs of underserved and underrepresented groups in the community.*

This project focuses on Title 4 employment lands located in the North Milwaukie Industrial Area located along OR Hwy 99E within the city limits of Milwaukie and will examine the existing conditions of NMIA and areas of current and potential land use conflict. The project will review environmental conditions, identify and understand land constraints, review the infrastructure and transportation systems and develop an implementation strategy for development readiness.

In order to better represent broader population and underserved groups, the Plan will provide guidance for future redevelopment of the NMIA area as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible, and harmonious way to optimize the unique opportunities present on this site and to leverage the improved transportation access to the NMIA as a result of the new light rail line. A goal of the Plan is to link low income employees to the area through a robust implementation strategy that factors in workforce development issues and business retention and expansion assistance.

5. ***Best practices:*** Highlight the elements of the proposed project that reflect best practices and describe the community's commitment to share the expected outcomes from the project.

This project will demonstrate excellent collaboration between the City, county, state and regional partners, business and property owners, stakeholders, and the public to explore development opportunities in the NMIA. This effort will model itself after the successful collaboration of multi-jurisdictional partners in the Willamette Falls Legacy Project that lies at the southern end of this common economic and transportation corridor.

Lessons learned as a result of this project will be documented and shared with other communities throughout the region and beyond in need of identifying opportunities for underutilized industrial areas and envisioning the opportunities for development.

The scope of the project involves incorporating a multidisciplinary approach as prescribed in the Thriving Cities Alliance's "Development Readiness Assessment Diagnostics Tool" to develop a comprehensive approach. This will include an analysis of prospective users' assessment of physical conditions and land use relationships, and identify key implementation action steps to complete priority projects.

6. ***Leverage:*** Describe how the proposed project will leverage past or future public or private investments such as investments in high capacity transit station areas.

To build off the \$1.4 billion investment in the Tacoma Light Rail project, one of the primary objectives of the NMIA Plan is to identify opportunities for a broad range of public/private investment through redevelopment and economic growth through expansion of existing businesses, relocation, and recruitment fueling job creation. Throughout the scope of the project we will identify means to analyze, identify and implement strategies that will lead to investment which may include (but not be limited to):

- Establish funding tools at a local jurisdictional level (i.e. LID, Urban Renewal District).
- Explore funding tools to invest in transportation enhancements (City, ODOT, SPWF, etc.).
- Identify opportunities for existing property owners to invest in redevelopment.
- Create marketing strategy to engage private developer to investment in redevelopment.

Given the close proximity to downtown Portland, Oregon Museum of Science and Industry (OMSI), the creative class industries in the inner SE metro area, the Oregon Health and Sciences University (OHSU) Campus, and Portland State University, opportunities exist to leverage the resources of higher education institutions and recruit employers. The fields of medical research and development, high-tech, professional/business services, and other knowledge-based industry clusters are now easily accessible by light rail, enhanced bus service, and excellent bicycle pathways. The NMIA plan will provide the City with the tools necessary to take advantage of the market potential for diverse redevelopment opportunities in the area. The project will consider the mix of such uses planned with transportation alternatives to best serve the area's businesses and residents.

7. ***Match fund/potential:*** Describe the match potential, committed or pending, and document same in the proposed budget and in letters of commitment and support.

This Metro Community Planning and Development Grant (CPDG) will use both local matching funds (as provided below) in order to hire a qualified consultant to carry out the scope of the project as well as in-kind commitments from the City and County for staff resources for managing and participating this the project through completion.

<b>Total Project Cost:</b>	<b><u>\$446,465</u></b>
<b>Funding Sources:</b>	
Metro CPDG Grant	\$250,000 ( <i>consultant fees and expenses</i> )
Clackamas County:	
Cash Match	\$ 75,000 ( <i>consultant fees and expenses</i> )
In-Kind Match	\$ 56,375 ( <i>est. staff time and expenses</i> )
City of Milwaukie:	
Cash Match	\$ 10,000 ( <i>consultant fees and expenses</i> )
In-Kind Match	<u>\$ 55,090</u> ( <i>est. staff time and expenses</i> )
<b>TOTAL FUNDS LEVERAGED</b>	<b><u>\$446,465</u></b> (% Match 45%)

8. *Growth absorption:* Describe if and how this project will help the jurisdiction handle projected population and employment growth.

In order to create future opportunities that will accommodate anticipated growth in the region, the project will consider redevelopment options for the NMIA area exploring mixed-use urban area with industrial, commercial, and residential uses. A key component to the success of such a strategy is the interplay and relationship between the major land uses. Metro's Economic and Land Use Forecasting process estimates an additional 622 jobs in the NMIA by 2035. With this analysis, we believe we can demonstrate a greater capacity for job creation and the area is represented in the Buildable Lands Inventory for employment land development, confirming the area's capacity for significant additional growth. A project goal is to greatly increase the number of jobs per acre in the district to take advantage of the excellent access to transit offered by the new light rail line and bus service.

9. *Public involvement:* Describe how the public, including citizens, businesses and appointed advisory committees, will be involved in the proposed project.

Stakeholder and public outreach will be a key component to the success of this project as it is essential for the City of Milwaukie and Clackamas County to receive input from businesses, property owners, institutional and government agencies, area residents and other interested parties in order to strengthen the overall project deliverables. The outreach and communications plan will include businesses and property owners in the NMIA as well as those adjacent to the study area; area residents, including low-income and minority populations; and other interested parties. Institutional and government agencies are primary property owners in the NMIA study area and will require a more target outreach to discuss project opportunities and deliverables. Outreach and communication will be led by a consultant team as well as the project team; efforts (will include but are not be limited to) online surveys, one-on-one meetings, phone interviews, roundtable discussions, presentations to focus groups, and personal invitations to public outreach activities are all potential methods to involve stakeholders. We will ensure that the consultant team develops a comprehensive scope of work that factors in all levels of community engagement that is both equitable and inclusive in its approaches and use sustainable best practices throughout the project.

10. *Governing body:* Highlight roles of the governing body that reflect decision makers' understanding of, and commitment to, the final recommendations of the planning project.

The City of Milwaukie is the governing body for this project and once complete, the City will be responsible for the adoption of any resulting amendments to the zoning and comprehensive plans. In addition, City staff will seek approval of the overall framework plan and implementation strategy by the Milwaukie City Council.

Clackamas County, Metro and state and regional partners will support the City in their efforts to adopt and



implement the Plan as a result of this project.

**11. Capacity of applicant: Describe the skill set of the key people who will be involved in carrying out the planning project.**

Clackamas County and the City of Milwaukie are submitting this funding request and will have a combined Project Management Team to manage the project. Therefore the County will manage the CPDG grant working closely with the City of Milwaukie. Building off of their combined skills and experience managing successful grants, projects and programs this CPDG grant will be successful.

**e. Collaborations:** A “partner” is actively engaged in the project, either financially or with in-kind support. With that in mind, list the names of organizations involved, provide their contact information, and describe the roles each will play in the project.

The City of Milwaukie, Clackamas County, Metro and state and regional partners will collaborate on this project to ensure broad multi-jurisdictional coordination and support. Letters of support from collaborating partners are provided.

**f. Proposed milestones and deliverables:** If approved, the applicant will be required to enter into an IGA with Metro that outlines the schedule for payments. Grant payments will be made upon the completion of project milestones and submission of deliverables. Please propose four project milestones (or more) by which to evaluate the progress of the proposed project. The milestones should be directly linked to the expected deliverables in the work scope for the project in the project description. The approach to achieving these milestones and deliverables should be described in the budget narrative. Milestones and grant payment allocations should follow the following general guidelines:

The proposed milestones, deliverables and timeline for the project provide a broad timeline for completion, predicated on approval dates of the CPDG application and corresponding executions of contracts and agreements.

<p><b>Final Deliverables:</b> North Milwaukie Industrial Area Plan</p> <p><b>Timeline:</b> August 2015 to June 2017</p>	<p>The NMIA Plan will include a Framework Plan for land use, transportation, and infrastructure and an Implementation Strategy that sets forth the actions, programs, and funding mechanisms to carry out the Framework Plan. The overall purpose of the NIMA Plan is to create a vital eco-industrial district that takes advantage of the recent public investment in light rail through the area and enhances economic opportunities, increases private sector capital investment, and attracts high-wage jobs while also increasing public open space and wildlife habitat along Johnson Creek and strengthening bike and pedestrian connectivity between the Springwater Corridor and the Trolley Trail.</p>
<p>The NMIA Plan will follow an iterative process based on the following work components:</p>	
<p><b>1. Project Management and Administration</b></p> <p><b>Time:</b> August 2015 - June 2017</p>	<ul style="list-style-type: none"> <li>• Executive of the Metro CPDG IGA and IGA between City of Milwaukie and Clackamas County</li> <li>• Consultant team selected and contract executed</li> <li>• Develop a detailed project SOW with consultant team</li> <li>• Project Management Team (PMT) meeting with community leaders and key stakeholders to establish a “Task Force” to work the PMT on project deliverables</li> </ul>
<p><b>2. Existing Conditions, Inventory and Data Compilation</b></p> <p><b>Timeline:</b> October 2015 - December 2015</p>	<ul style="list-style-type: none"> <li>• Compilation of existing plans, land use, planning codes, etc.</li> <li>• Analysis of GIS data addressing land use, transportation, and natural features</li> <li>• Analysis of US Census data and market data</li> <li>• Preparation of a constraints and opportunities analysis report</li> </ul>

<p><b>3. Public Involvement/ Outreach Plan</b></p> <p><b>Timeline: October 2015-March 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<ul style="list-style-type: none"> <li>• Identify stakeholders, businesses, property owners, institutional and government agencies, area residents and other interested parties</li> <li>• Develop a robust, equitable and inclusive outreach strategy including, but not limited to: <ul style="list-style-type: none"> <li>– Online surveys</li> <li>– One-on-one meetings with major stakeholders</li> <li>– Focus group meetings with stakeholder groups</li> <li>– Presentations to stakeholder groups and public city council meetings</li> <li>– Social media outreach</li> </ul> </li> </ul>
<p><b>3. Market Study/Economic Feasibility</b></p> <p><b>Timeline: October 2015-March 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<p>Conduct demographic and economic research to determine the demand and financial viability of uses on the properties. Potential uses include light industrial, commercial, and residential uses that are developed in a strategic, compatible and harmonious way to optimize the unique opportunities present on this site and achieve the strategic goals of the City of Milwaukie, Clackamas County and Metro. Additional work will include:</p> <ul style="list-style-type: none"> <li>• Discussions with local, regional and national developers and end-user tenants to ground truth assumptions and recommendations</li> <li>• Research for possible anchor tenants</li> <li>• Near-, mid- and long-term uses for the site</li> <li>• Catalytic uses</li> <li>• Interim uses</li> </ul>
<p><b>4. Draft Framework Plan</b></p> <p><b>Timeline: March 2016-September 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<p>Create a draft framework plan that includes the following elements:</p> <ul style="list-style-type: none"> <li>• Eco-Industrial District Vision <ul style="list-style-type: none"> <li>○ Establish the vision, principles, and standards needed for development of an eco-industrial district</li> </ul> </li> <li>• Land Use <ul style="list-style-type: none"> <li>– Identify opportunity sites and alternative land uses</li> <li>– Integrate the Tacoma Station Area Plan as appropriate</li> <li>– Identify public open space and natural features to be protected</li> </ul> </li> <li>• Transportation <ul style="list-style-type: none"> <li>– Identify needed improvements to streets, transit, pedestrian ways, and bikeways</li> <li>– Identify gaps in the active transportation network and implementation steps</li> <li>– Explore and incorporate transportation demand management approaches</li> <li>– Develop a parking plan for the district</li> </ul> </li> <li>• Infrastructure <ul style="list-style-type: none"> <li>– Identify and plan infrastructure (water, sewer, storm drainage) necessary to support the development of the district and consistent with the objectives of the principles for an eco-industrial district</li> </ul> </li> <li>• Create a phasing plan for infrastructure improvements</li> </ul>
<p><b>5. Development Feasibility Testing</b></p> <p><b>Timeline: September 2016-December 2016</b></p>	<ul style="list-style-type: none"> <li>• Conduct a development feasibility analysis that includes matching potential uses with existing and new buildings and performing a financial feasibility analysis. The feasibility will be based on development costs and economic viability in the near, mid and long term. Financial sources and potential uses will be identified</li> <li>• Test the draft Framework Plan against the development feasibility with the development experts at focus group meetings</li> <li>• Based on the feasibility analysis and focus groups list plan refinements and actions necessary for implementation</li> </ul>
<p><b>6. Draft Implementation Strategy</b></p> <p><b>Timeline: December 2016-March 2017</b></p> <p><b>Grant Payment: \$50,000</b></p>	<ul style="list-style-type: none"> <li>• Prepare a draft development/economic development action plan that outlines the programs and financing options to implement the draft framework plan</li> <li>• Identify opportunities for public/private partnerships to encourage implementation</li> <li>• Identify estimated costs for transportation and infrastructure improvements outlined in the framework plan</li> <li>• Develop a draft funding strategy for public improvements that considers the use of urban renewal and tax increment financing</li> </ul>

<b>7. Plan and Strategy Refinement</b> <b>Timeline:</b> <b>March 2017-June 2017</b>	<ul style="list-style-type: none"> <li>• Conduct a series of outreach events with the public and with advisory committees to determine the refinements needed to the framework plan and implementation strategy</li> <li>• Prepare refinements to the Framework Plan and the implementation Strategy</li> </ul>
<b>8. Final Documents for City Approval</b> <b>Timeline: June 2017</b> <b>Grant Payment: \$50,000</b>	<ul style="list-style-type: none"> <li>• Finalize documents and submit them to the City for approval by the Planning Commission and City Council</li> <li>• Revise documents as needed through the approval process</li> </ul>

g. **Project management:** Include the name of project management staff likely to be managing the project and communicating with Metro staff and the contact name, if different.

County and City staff collaborating on the management of the project include:

<b>Alma Flores, City of Milwaukie, Community Development Director</b> Phone: 503-786-7652 Email: <a href="mailto:floresa@milwaukieoregon.gov">floresa@milwaukieoregon.gov</a> <b>Denny Egner, City of Milwaukie, Planning Director</b> Phone: 503-786-7654 Email: <a href="mailto:egnerd@milwaukieoregon.gov">egnerd@milwaukieoregon.gov</a> <b>Vera Koliass, City of Milwaukie, Associate Planner</b> Phone: 503-786-7653 Email: <a href="mailto:koliassv@milwaukieoregon.gov">koliassv@milwaukieoregon.gov</a>	<b>Gary Barth, Clackamas County Business &amp; Community Services, Director</b> Phone: 503-742-4299 Email: <a href="mailto:GaryBar@co.clackamas.or.us">GaryBar@co.clackamas.or.us</a> <b>Catherine Comer, Clackamas County Business &amp; Economic Development, Manager</b> Phone: 503-742-4303 Email: <a href="mailto:ccomer@clackamas.us">ccomer@clackamas.us</a> <b>Jamie Johnk, Clackamas County, Economic Development Coordinator</b> Phone: 503-742-4413 Email: <a href="mailto:jamiejoh@clackamas.us">jamiejoh@clackamas.us</a>
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**Budget documents:** The budget should be clear, appropriate and sufficient to complete the project. Costs should clearly support the proposed tasks consistent with the project narrative. Applicants must submit the following three budget documents:

- *Budget narrative: This describes the scope or approach to achieving the expected outcomes and milestones.*

The total budget identified for the North Milwaukie Industrial Area Redevelopment Strategy project is \$446,465 of which \$250,000 represents the CPDG funding request; \$65,090 is City of Milwaukie's match and \$131,375 is Clackamas County's match. Each match consists of cash and in-kind commitments as follows:

- City of Milwaukie match: Cash \$10,000 + In-kind \$55,090 = \$ 65,090
- Clackamas County match: Cash \$75,000 + In-kind \$56,375 = \$131,375

The in-kind commitments from both the City and County represent staff hours and office/supply costs during the course of this project. Staff identified as contributors to the project are outlined above. CPDG funds and cash commitments will be used to engage a consultant team to assist with carrying out the milestones and deliverables identified in this funding request. The following represents the estimated timeline for completing key deliverables and when grant drawdowns might occur.

- *Line item budget: See form attached*
- *Statement of matching funds: See form attached*

**Supplemental attachments** (attach all that apply): **See documents attached.**

- ✓ Vicinity map
- ✓ Site map
- ✓ Sample of photos of existing development and/or landmark in the project site
- ✓ Letters of commitment for match by project partners
- ✓ Letters of support from the community and project partners.

**Construction Excise Tax Planning Grant Program  
Project Budget Form**

**Budget Form**

**Metro Community Development and Planning Grant  
Milwaukee Industrial Area Plan**

**North**

**PROJECT COSTS**

1) Estimate the hours of work directly related to your project for agency personnel, consultants, and non-profit personnel. You can delete rows that do not apply and/or add more for specific descriptors.

2) Explain the tasks each is expected to complete *in the budget narrative* (i.e., design development, construction estimates, public involvement, technical research, code analysis, etc.).

	Financial Match	In-Kind Match	CET Grant Request	TOTAL
Personnel Costs				
Agency staff		\$ 106,465		\$ 106,465
Consultants	\$ 85,000		\$ 250,000	\$ 335,000
Non-profit staff				\$ -
Office/supplies				\$ -
<b>Total for Planning Services</b>	<b>\$ 85,000</b>	<b>\$ 106,465</b>	<b>\$ 250,000</b>	<b>\$ 441,465</b>

Other Costs				
Overhead/Indirect costs - these can only be used as match		\$ 5,000		\$ 5,000
<b>Total for Other Costs</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>
<b>TOTAL PROJECT COSTS</b>				
	<b>\$ 85,000</b>	<b>\$ 111,465</b>	<b>\$ 250,000</b>	<b>\$ 446,465</b>

*Note: See pages 27-29 of the CET Application Handbook for detail instructions.*



December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval from the Board for an Intergovernmental Agreement (IGA) between Clackamas County and Oregon Metro for the Metro Community Planning and Development Grant (CPDG).

<b>Purpose/Outcome</b>	Approval from the Board for the Intergovernmental Agreement (IGA) between Clackamas County and Oregon Metro for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project.
<b>Dollar Amount and Fiscal Impact</b>	<b>\$325,000</b>
<b>Funding Source</b>	\$250,000-Metro CPDG; \$75,000-Clackamas County Business & Economic Development; \$10,000-City of Milwaukie
<b>Duration</b>	Through June 30, 2017
<b>Previous Board Action/Review</b>	Board approved applying for Metro CPDG funds for the NMIA Plan project in partnership with the City of Milwaukie
<b>Contact Person</b>	Catherine Grubowski-Johnson, Manager, Business & Economic Development

**BACKGROUND:**

The purpose of the North Milwaukie Industrial Area (NMIA) Plan is to develop a framework plan and an implementation strategy that will provide guidance for future redevelopment of the NMIA as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible and harmonious way and achieve the strategic community and economic goals of the City of Milwaukie, Clackamas County and Metro. The City of Milwaukie and Clackamas County want to encourage a balance of uses with the objective of greatly increasing private capital investment and family-wage job creation, and to leverage the improved transportation access to the NMIA as a result of the new light rail line.

In order to carry out the goals of the Plan, Clackamas County and the City of Milwaukie submitted a funding request to the Metro Community Planning and Development Grant (CPDG) program in the amount of \$250,000 and identifying the scope of work detailed in Exhibit A attached.

The project also includes a funding commitment from Clackamas County Business & Economic Development of \$75,000 and the City of Milwaukie for \$10,000.

The \$250,000 CPDG funding request has been awarded. Therefore, staff has prepared the Intergovernmental Agreement (IGA) Between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project for Board consideration.

**RECOMMENDATION:**

Recommended Board Order approving the Intergovernmental Agreement (IGA) Between Clackamas County and Oregon Metro for the Metro Community Planning and Development Grant (CPDG) for the North Milwaukie Industrial Area (NMIA) Plan Project.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services

**CONSTRUCTION EXCISE TAX GRANT  
INTERGOVERNMENTAL AGREEMENT  
Metro – Clackamas County  
North Milwaukie Industrial Redevelopment Plan Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Clackamas County (“County”), located at 2051 Kaen Road, Oregon City, OR, 97045, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a CET Grant Request (“Grant Request”) for the North Milwaukie Industrial Redevelopment Plan Project (“Project”); and

WHEREAS Metro has agreed to provide the County CET Grant funding for the Project in the amount of \$250,000, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the County for the Project as described in the County’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement.
2. County Responsibilities. The County shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The County shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the County shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the County’s invoice and supporting documents, and

subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

Clackamas County *Business &  
Economic Devel.* Department

Attention:

Catherine Comer,  
Manager

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the County as of the effective date of the court order. In such case the County shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The County shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement. The County shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the County and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the County.



10. Authority. County and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the County and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the County or Metro, respectively.

Metro

Clackamas County

By: \_\_\_\_\_  
Martha Bennett

By: \_\_\_\_\_

Title: Metro Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Alison R. Kean

By: \_\_\_\_\_

Title: Metro Attorney

Title: County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit A – Milestones and Deliverables Schedule

Exhibit B – County’s Grant Request

# Exhibit A

## METRO CPDG IGA

### North Milwaukie Industrial Area Plan

#### Milestone and Deliverables Schedule for Release of Funds

Milestone/Deliverable	Due Date	Grant Payment
Execute Metro CPDG IGA and Local Resolution	10-Dec-15	
Execute IGA between City of Milwaukie and Clackamas County	10-Dec-15	
<b>1. Project Management and Administration</b>	<b>September 2015 to June 2017</b>	
Manage project and grant reporting requirements	Sep 2015 - Jun 2017	
Kick-off meeting to discuss roles, responsibilities, SOW	30-Sep-15	
Identify and designate Project Management Team (PMT)	30-Sep-15	
Develop detailed project SOW with PMT	31-Dec-15	
Publish RFP for consultant to carryout scope	4-Jan-16	
Review proposals and hire consultant to complete SOW	1-Feb-16	
Consultant team selected and contract executed	15-Feb-16	
PMT meeting with consultant - final SOW, contracts, et al	28-Feb-16	
<b>2. Existing Conditions, Inventory, and Data Compilation</b>	<b>January 2016 to March 2016</b>	
Compilation of existing plans (including concurrent analysis of supply and demand of employment lands (EOA) and the urban renewal feasibility study), land use, planning codes, etc.	31-Mar-16	
Analysis of GIS data addressing land use, transportation, and natural features	31-Mar-16	
Analysis of US Census data and market data; QCEW data	31-Mar-16	
Preparation of a constraints and opportunities analysis report	31-Mar-16	
<b>3. Public Involvement/Outreach Plan</b>	<b>January 2016 to March 2016</b>	
Identify stakeholders, businesses, property owners, institutional and government agencies, area residents, and other interested parties impacted by this project	31-Jan-16	
PMT meeting with community leaders and key stakeholders to establish a "Task Force" to work with the PMT and consultants on project deliverables	28-Feb-16	
Develop an outreach strategy and timeline including, but not limited to: online surveys, one-on-one meetings with major stakeholders, focus group meetings with stakeholder groups, presentations to stakeholder groups and public city council meetings, social media outreach, website updates.	31-Mar-16	
<b>Grant Report and Drawdown Request</b>	<b>31-Mar-16</b>	<b>\$50,000</b>
<b>4. Market Study/Economic Feasibility</b>	<b>April 2016 to June 2016</b>	
Conduct demographic and economic research to determine the supply and demand and financial viability of uses on the properties. City would be concurrently completing an Economic Opportunities Analysis for the entire city.	30-Jun-16	
Discussions with local, regional and national developers and end-user tenants to ground truth assumptions and recommendations	30-Jun-16	
Research for possible anchor tenants	30-Jun-16	
Identify uses for the site, including: near-, mid- and long-term uses; catalytic uses and interim uses	30-Jun-16	
<b>Grant Report and Drawdown Request</b>	<b>30-Jun-16</b>	<b>\$50,000</b>
<b>5. Draft Framework Plan</b>	<b>June 2016 to September 2016</b>	
Eco-Industrial District Vision: establish the vision, principles, and standards needed for development of an eco-industrial district	30-Sep-16	
Tacoma Area Station Plan as appropriate; identify public open space and natural features to be protected; understand and identify land constraints (e.g. Brownfields, wetland issues, etc).	30-Sep-16	
Transportation: identify needed improvements to streets, transit, pedestrian ways, and bikeways; identify gaps in the active transportation network and implementation steps; explore and incorporate transportation demand management approaches; develop a parking plan for the district	30-Sep-16	
Infrastructure: identify and plan infrastructure (water, sewer, storm drainage) necessary to support the development of the district and consistent with the objectives of the principles for an eco-industrial district; create a phasing plan for infrastructure improvements	30-Sep-16	
<b>Grant Report and Drawdown Request</b>	<b>30-Sep-16</b>	<b>\$50,000</b>
<b>6. Development Feasibility Testing</b>	<b>October 2016 to December 2016</b>	
Conduct a development feasibility analysis that includes matching potential uses with existing and new buildings and performing a financial feasibility analysis; the feasibility will be based on development costs and economic viability in the near, mid, and long term. Financial sources and uses will be identified	31-Dec-16	

## Exhibit A

### METRO CPDG IGA

#### North Milwaukie Industrial Area Plan

##### Milestone and Deliverables Schedule for Release of Funds

Milestone/Deliverable	Due Date	Grant Payment
Test the draft Framework Plan against the development feasibility with the development experts at focus group meetings	31-Dec-16	
Based on the feasibility analysis and focus groups list plan refinements and actions necessary for implementation	31-Dec-16	
<b>7. Draft Implementation Strategy</b>	<b>January 2017 to March 2017</b>	
Prepare a draft development/economic development action plan that outlines the programs and financing options to implement the draft framework plan	31-Mar-17	
Identify opportunities for public/private partnerships to encourage implementation	31-Mar-17	
Identify estimated costs for transportation and infrastructure improvements outlined in the framework plan	31-Mar-17	
Develop a draft funding strategy for public improvements that considers the use of urban renewal and tax increment financing	31-Mar-17	
Present Draft Strategy to Planning Commission and City Council	31-Mar-17	
<b>Grant Report and Drawdown Request</b>	<b>31-Mar-17</b>	<b>\$50,000</b>
<b>8. Plan and Strategy Refinement</b>	<b>March 2017 to June 2017</b>	
Conduct a series of outreach events with the public and with advisory committees to determine the refinements needed to the framework plan and the implementation strategy	30-Jun-17	
Prepare refinements to the Framework Plan and the Implementation Strategy	30-Jun-17	
Present Revised Draft Strategy to Planning Commission and City Council	30-Jun-17	
<b>9. Final Documents for City Approval</b>	<b>June 2017</b>	
Finalize documents and send to the City for approval by the Planning Commission and City Council	30-Jun-17	
Revise documents as needed through the approval process	30-Jun-17	
<b>FINAL Grant Report and Drawdown</b>	<b>30-Jun-17</b>	<b>\$50,000</b>

# EXHIBIT B

## Community Planning and Development Planning Grant Cover Sheet

Check one:  
 Letter of Intent  
 Full Application

Project Name	North Milwaukie Industrial Area Plan	Applicant Organization	Clackamas Co Business & Economic Development
Contact Name	Catherine Comer, Manager	Address	150 Beaver Creek Road, Oregon City OR 97045
Phone	503-742-4303	Fax	
Email	ccomer@clackamas.us	Fed. Tax ID #	93-6002286

Fiscal Agent Organization (if different from applicant) Clackamas County Business & Community Services

Contact Name	Gary Barth, Director	Address	150 Beaver Creek Road, Oregon City OR 97045
Phone	503-742-4299	Fax	
Email	garybar@clackamas.us		

Project Location Description (25 words or less)

The project is located in the North Milwaukie Industrial Area in the City of Milwaukie.

Project Summary (50 words or less)

The North Milwaukie Industrial Area Redevelopment Strategy project is to develop and implement creative redevelopment-based strategies to enhance economic opportunities; increase job creation and investment; build a stronger, more competitive region; and ensure a dynamic framework for quality growth and development.

CPDG funding request \$ 250,000

Total project cost \$ 446,465

If submitting more than one proposal, please rank this proposal in order of priority 1

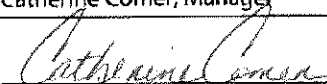
Metro Council District of Project

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Community Planning and Development Grants Program.

**Applicant**

Organization Name Clackamas County Business & Economic Development


Printed Name Catherine Comer, Manager

Signature  Date 6/1/15

**Fiscal Agent**

Organization Name Clackamas County Business & Community Services

Printed Name Gary Barth, Director

Signature  Date 6/1/15

To ensure complete letter of intent or full application, please see section 2 of the CPDG Application Handbook for a complete list of necessary documents for submittal.

## **PROJECT NARRATIVE**

- a. **Project description:** *Provide an in-depth description of the project goals and expected outcomes. The project's complexity should be illustrated with sufficient detail so that viability can be assessed. The project description can be detailed further in the budget section.*

The purpose of the North Milwaukie Industrial Area (NMIA) Plan is to develop a framework plan and an implementation strategy that will provide guidance for future redevelopment of the NMIA as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible and harmonious way and achieve the strategic community and economic goals of the City of Milwaukie, Clackamas County and Metro. The City of Milwaukie and Clackamas County want to encourage a balance of uses with the objective of greatly increasing private capital investment and family-wage job creation, and to leverage the improved transportation access to the NMIA as a result of the new light rail line.

The North Milwaukie Industrial Area (NMIA) is of particular importance to the City; the area is comprised of nearly 200 acres and includes 87 businesses, which employ approximately 2,000 individuals generating an annual payroll of \$85.4 million. The NMIA has many identified advantages and opportunities for growth and the creation of new jobs, including:

- Location along Hwy 99E for easy vehicular access
- Proximity to downtown Portland, the central east side, PSU and OHSU
- Close proximity to the Tacoma Street Light Rail Station, Springwater Trail, and Downtown Milwaukie Light Rail Station
- Located in an Enterprise Zone
- Underutilized buildings and site space, which translates into an ability to generate higher numbers of jobs and wages per acre
- Active rail line access

The City of Milwaukie is a land locked city with few developable parcels. The NMIA Plan will create opportunities for employment growth by addressing redevelopment and environmental constraints so that sites in the area can be considered development ready. The plan will help guide the City's growth in an equitable and sustainable manner and serve to leverage the major investment in transportation infrastructure.

- b. **Project site description:** *Include site boundaries, maps, nature of existing development, demographics, zoning, etc. and other information that describes the development context.*

The area is currently zoned as two different areas: the area west of McLoughlin Blvd is zoned Manufacturing; the area east of McLoughlin Blvd is zoned Tacoma Station Area Manufacturing with a Tacoma Station Area Overlay, which allows for a broad range of uses intended to retain the area as a viable industrial zone, while also allowing other commercial uses. The code also allows for a floor area ratio (FAR) of up to 3:1 and building heights of up to 65 feet (approximately 5 stories) and minimal setback requirements unless abutting a residential zone. The current uses also bring awareness to possible development constraints that will need to be addressed (e.g. brownfields assessment and remediation, land consolidation, environmental mitigation issues, etc.).

The area is considered a diverse employment area of the city with approximately 65 percent of employment within the construction, manufacturing, and private education/health care industries.

- c. **Project background:** *Describe the previous efforts that have led to the need for this project and how they set the stage for the proposed project, including: How was the need for the project identified? How did the proposed planning project evolve? Who has been involved to date and what other planning work has been conducted on the study area?*

The Milwaukie Comprehensive Plan Goal for the Economic Base and Industrial/Commercial Land Use Element states in part: "To continue to support and encourage the development of a broad industrial base in the City..." Maintaining employment and a strong industrial tax base is an important policy direction within the Comprehensive Plan. In 2013, Milwaukie adopted the Tacoma Station Area Plan which added flexibility to the list of uses allowed in the industrial zone near the new Tacoma light rail station. This area allows for a broad range of uses intended to retain the area as a viable employment zone. However, the Tacoma Station Area Plan did not examine the entire north industrial area, instead focusing only on the east side of McLoughlin Blvd.; it also did not address the range of economic development resources that might be available to encourage redevelopment in the area. The proposed grant project will build on this previous effort to include the entire NMIA west of McLoughlin and will go beyond land use issues to address the financial and economic obstacles that may limit redevelopment of the NMIA into a mixed-use employment, housing, and open space area.

**d. Evaluation criteria:**

1. Expected development outcome: Describe key barriers to development in the location of the proposed project. Describe partnerships with property owners and other entities, or other conditions that affect your estimate that the proposed project will lead to issuance of development permits within five years. For community readiness, describe past investments and actions that will support the expected outcomes of the project.

The NMIA has a number of challenges for growth including traffic and roadway access, environmental constraints such as brownfields, large functionally obsolete buildings that limit adaptive reuse opportunities or business recruitment, high vacancy rates, a lack of amenities, confusing freight mobility patterns, and a shortage of customer and employee parking due to a predominantly warehouse/distribution land use pattern. In addition, the area has a relatively low number of jobs per acre when compared with other employment areas in the region. The City has long been interested in seeing the NMIA redevelop into a more productive area providing greater family wage employment.

To encourage a balance of uses with the objective of increasing private capital investment and family-wage job creation in the NMIA, the City of Milwaukie and Clackamas County in collaboration with Metro, state, local and regional partners, property owners, and businesses, have identified the following outcomes that will result from the NMIA Plan:

- Prepare a framework plan and an implementation strategy to provide for future redevelopment of the NMIA as a vibrant, mixed-use urban area comprised of light industrial, commercial, and residential uses.
- Adopt recommended zoning code and comprehensive plan amendments by City Council supporting the implementation of the NMIA Plan.
- Identify 1-3 key development sites and focus on strategic opportunities to promote development to occur within a 3-5-year period. The ODOT site on Ochoco St is one of the most promising opportunity sites for redevelopment.
- Prioritize and implement strategies outlined in the 2013 Tacoma Station Area Plan, including:
  - Identify current and future parking needs in the area through a comprehensive system of parking regulation and management strategies;
  - Funding of proposed public improvements in the area through a combination of public and private sources;
  - Establish a "Station Community Boundary" consistent with Metro rules which will enable the area to be eligible for regional investments to implement the redevelopment plan;
  - Work with public and private property owners and prospective businesses to attract businesses with higher levels of employment;
  - Formation of a local business association or similar private sector support group to enable property owners, businesses and other stakeholders to remain engaged in the redevelopment of the NMIA over time.
- Increase stakeholder and community awareness of the opportunities of the NMIA. Stakeholder outreach is a key component to the Plan where communications with businesses, property owners, institutional and government agencies, area residents and other interested parties will be initiated through one-on-one

interviews, focus groups, and a survey. Stakeholder feedback on the redevelopment plan will be compiled and documented as a deliverable of the overall project.

The City of Milwaukie adopted the Tacoma Station Area Plan (TSAP) in June 2013. The NMIA Plan will provide a foundation for future development in the Tacoma Station Planning area, south of the new Tacoma Light Rail Station and will identify opportunities for future land uses, new and improved transportation facilities, design concepts and standards for future development in the area as well as an implementation strategy. The TSAP serves as a policy document of the City's Comprehensive Plan and the Zoning Ordinance has been updated to aide in implementation of the NMIA Plan.

2. *Regional significance: Describe the elements of the project that will support vibrant communities, economic prosperity, safe and reliable transportation, sustainability, a healthy environment and equity.*

Outcomes of the Plan will identify and prioritize opportunities for a diverse balance of mixed-urban uses in order to enhance and improve accessibility to family-wage employment as well as provide sustained economic prosperity and competitiveness. The Plan will also incorporate access by all transportation modes and enhance those opportunities with the Tacoma Station, as well as identify creative redevelopment-based strategies to leverage the large scale public investment in light rail through the site to enhance economic opportunities while also increasing public open space, providing bike and pedestrian connectivity between the Springwater Corridor and the Trolley Trail and evaluating environmental assets and constraints.

In addition, the project will consider sustainability practices for redevelopment options by exploring eco-industrial development concepts for the NMIA by developing a strategy for businesses to work together with neighboring communities and with the local community in order to reduce waste and pollution, efficiently share resources (such as information, materials, water, energy, infrastructure, and natural resources), and help achieve sustainable development, with the intention of increasing economic gains and improving environmental quality.

3. *Centers, Corridors, Station Communities and Main Streets: Describe the community aspiration for the project area, past effort in identifying and removing development barriers, and proposed effort to identify barriers and actions and investment to remove the barriers to development and advance the objective of making these areas the principal centers of urban life in the region.*

The NMIA Plan will provide guidance for future redevelopment of the area as a vibrant, mixed-use urban community comprised of light industrial, commercial, and residential uses in order to optimize the unique opportunities present on this site and achieve the strategic goals of the City of Milwaukie, Clackamas County, and the region. A key component to the success of such a redevelopment strategy is the interplay and relationship between the various major land uses.

The City of Milwaukie is a participating member of the Clackamas County and Oregon Main Street Programs. The NMIA is located to the north of the downtown Main Street district boundary and is in close proximity to the Clackamas Regional Center. Therefore recognition of the downtown commercial/Main Street district and other regional centers will be a consideration during the visioning process of the NMIA Plan.

4. *Other locations: Describe how the proposed project will facilitate investments in employment and industrial areas on the 2040 Growth Concept map, and/or addressing the needs of underserved and underrepresented groups in the community.*

This project focuses on Title 4 employment lands located in the North Milwaukie Industrial Area located along OR Hwy 99E within the city limits of Milwaukie and will examine the existing conditions of NMIA and areas of current and potential land use conflict. The project will review environmental conditions, identify and understand land constraints, review the infrastructure and transportation systems and develop an implementation strategy for development readiness.

In order to better represent broader population and underserved groups, the Plan will provide guidance for future redevelopment of the NMIA area as a vibrant, mixed-use urban area where light industrial, commercial, and residential uses are developed in a strategic, compatible, and harmonious way to optimize the unique opportunities present on this site and to leverage the improved transportation access to the NMIA as a result of the new light rail line. A goal of the Plan is to link low income employees to the area through a robust implementation strategy that factors in workforce development issues and business retention and expansion assistance.

5. ***Best practices:** Highlight the elements of the proposed project that reflect best practices and describe the community's commitment to share the expected outcomes from the project.*

This project will demonstrate excellent collaboration between the City, county, state and regional partners, business and property owners, stakeholders, and the public to explore development opportunities in the NMIA. This effort will model itself after the successful collaboration of multi-jurisdictional partners in the Willamette Falls Legacy Project that lies at the southern end of this common economic and transportation corridor.

Lessons learned as a result of this project will be documented and shared with other communities throughout the region and beyond in need of identifying opportunities for underutilized industrial areas and envisioning the opportunities for development.

The scope of the project involves incorporating a multidisciplinary approach as prescribed in the Thriving Cities Alliance's "Development Readiness Assessment Diagnostics Tool" to develop a comprehensive approach. This will include an analysis of prospective users' assessment of physical conditions and land use relationships, and identify key implementation action steps to complete priority projects.

6. ***Leverage:** Describe how the proposed project will leverage past or future public or private investments such as investments in high capacity transit station areas.*

To build off the \$1.4 billion investment in the Tacoma Light Rail project, one of the primary objectives of the NMIA Plan is to identify opportunities for a broad range of public/private investment through redevelopment and economic growth through expansion of existing businesses, relocation, and recruitment fueling job creation. Throughout the scope of the project we will identify means to analyze, identify and implement strategies that will lead to investment which may include (but not be limited to):

- Establish funding tools at a local jurisdictional level (i.e. LID, Urban Renewal District).
- Explore funding tools to invest in transportation enhancements (City, ODOT, SPWF, etc.).
- Identify opportunities for existing property owners to invest in redevelopment.
- Create marketing strategy to engage private developer to investment in redevelopment.

Given the close proximity to downtown Portland, Oregon Museum of Science and Industry (OMSI), the creative class industries in the inner SE metro area, the Oregon Health and Sciences University (OHSU) Campus, and Portland State University, opportunities exist to leverage the resources of higher education institutions and recruit employers. The fields of medical research and development, high-tech, professional/business services, and other knowledge-based industry clusters are now easily accessible by light rail, enhanced bus service, and excellent bicycle pathways. The NMIA plan will provide the City with the tools necessary to take advantage of the market potential for diverse redevelopment opportunities in the area. The project will consider the mix of such uses planned with transportation alternatives to best serve the area's businesses and residents.

7. ***Match fund/potential:** Describe the match potential, committed or pending, and document same in the proposed budget and in letters of commitment and support.*



This Metro Community Planning and Development Grant (CPDG) will use both local matching funds (as provided below) in order to hire a qualified consultant to carry out the scope of the project as well as in-kind commitments from the City and County for staff resources for managing and participating this the project through completion.

<b>Total Project Cost:</b>	<b><u>\$446,465</u></b>
<b>Funding Sources:</b>	
Metro CPDG Grant	\$250,000 <i>(consultant fees and expenses)</i>
Clackamas County:	
Cash Match	\$ 75,000 <i>(consultant fees and expenses)</i>
In-Kind Match	\$ 56,375 <i>(est. staff time and expenses)</i>
City of Milwaukie:	
Cash Match	\$ 10,000 <i>(consultant fees and expenses)</i>
In-Kind Match	<u>\$ 55,090</u> <i>(est. staff time and expenses)</i>
<b>TOTAL FUNDS LEVERAGED</b>	<b><u>\$446,465</u></b> (% Match 45%)

8. ***Growth absorption:** Describe if and how this project will help the jurisdiction handle projected population and employment growth.*

In order to create future opportunities that will accommodate anticipated growth in the region, the project will consider redevelopment options for the NMIA area exploring mixed-use urban area with industrial, commercial, and residential uses. A key component to the success of such a strategy is the interplay and relationship between the major land uses. Metro's Economic and Land Use Forecasting process estimates an additional 622 jobs in the NMIA by 2035. With this analysis, we believe we can demonstrate a greater capacity for job creation and the area is represented in the Buildable Lands Inventory for employment land development, confirming the area's capacity for significant additional growth. A project goal is to greatly increase the number of jobs per acre in the district to take advantage of the excellent access to transit offered by the new light rail line and bus service.

9. ***Public involvement:** Describe how the public, including citizens, businesses and appointed advisory committees, will be involved in the proposed project.*

Stakeholder and public outreach will be a key component to the success of this project as it is essential for the City of Milwaukie and Clackamas County to receive input from businesses, property owners, institutional and government agencies, area residents and other interested parties in order to strengthen the overall project deliverables. The outreach and communications plan will include businesses and property owners in the NMIA as well as those adjacent to the study area; area residents, including low-income and minority populations; and other interested parties. Institutional and government agencies are primary property owners in the NMIA study area and will require a more target outreach to discuss project opportunities and deliverables. Outreach and communication will be led by a consultant team as well as the project team; efforts (will include but are not be limited to) online surveys, one-on-one meetings, phone interviews, roundtable discussions, presentations to focus groups, and personal invitations to public outreach activities are all potential methods to involve stakeholders. We will ensure that the consultant team develops a comprehensive scope of work that factors in all levels of community engagement that is both equitable and inclusive in its approaches and use sustainable best practices throughout the project.

10. ***Governing body:** Highlight roles of the governing body that reflect decision makers' understanding of, and commitment to, the final recommendations of the planning project.*

The City of Milwaukie is the governing body for this project and once complete, the City will be responsible for the adoption of any resulting amendments to the zoning and comprehensive plans. In addition, City staff will seek approval of the overall framework plan and implementation strategy by the Milwaukie City Council.

Clackamas County, Metro and state and regional partners will support the City in their efforts to adopt and

implement the Plan as a result of this project.

**11. Capacity of applicant:** Describe the skill set of the key people who will be involved in carrying out the planning project.

Clackamas County and the City of Milwaukie are submitting this funding request and will have a combined Project Management Team to manage the project. Therefore the County will manage the CPDG grant working closely with the City of Milwaukie. Building off of their combined skills and experience managing successful grants, projects and programs this CPDG grant will be successful.

**e. Collaborations:** A “partner” is actively engaged in the project, either financially or with in-kind support. With that in mind, list the names of organizations involved, provide their contact information, and describe the roles each will play in the project.

The City of Milwaukie, Clackamas County, Metro and state and regional partners will collaborate on this project to ensure broad multi-jurisdictional coordination and support. Letters of support from collaborating partners are provided.

**f. Proposed milestones and deliverables:** If approved, the applicant will be required to enter into an IGA with Metro that outlines the schedule for payments. Grant payments will be made upon the completion of project milestones and submission of deliverables. Please propose four project milestones (or more) by which to evaluate the progress of the proposed project. The milestones should be directly linked to the expected deliverables in the work scope for the project in the project description. The approach to achieving these milestones and deliverables should be described in the budget narrative. Milestones and grant payment allocations should follow the following general guidelines:

The proposed milestones, deliverables and timeline for the project provide a broad timeline for completion, predicated on approval dates of the CPDG application and corresponding executions of contracts and agreements.

<p><b>Final Deliverables:</b> North Milwaukie Industrial Area Plan</p> <p><b>Timeline:</b> August 2015 to June 2017</p>	<p>The NMIA Plan will include a Framework Plan for land use, transportation, and infrastructure and an Implementation Strategy that sets forth the actions, programs, and funding mechanisms to carry out the Framework Plan. The overall purpose of the NIMA Plan is to create a vital eco-industrial district that takes advantage of the recent public investment in light rail through the area and enhances economic opportunities, increases private sector capital investment, and attracts high-wage jobs while also increasing public open space and wildlife habitat along Johnson Creek and strengthening bike and pedestrian connectivity between the Springwater Corridor and the Trolley Trail.</p>
<p>The NMIA Plan will follow an iterative process based on the following work components:</p>	
<p><b>1. Project Management and Administration</b></p> <p><b>Time:</b> August 2015 - June 2017</p>	<ul style="list-style-type: none"> <li>• Executive of the Metro CPDG IGA and IGA between City of Milwaukie and Clackamas County</li> <li>• Consultant team selected and contract executed</li> <li>• Develop a detailed project SOW with consultant team</li> <li>• Project Management Team (PMT) meeting with community leaders and key stakeholders to establish a “Task Force” to work the PMT on project deliverables</li> </ul>
<p><b>2. Existing Conditions, Inventory and Data Compilation</b></p> <p><b>Timeline:</b> October 2015 - December 2015</p>	<ul style="list-style-type: none"> <li>• Compilation of existing plans, land use, planning codes, etc.</li> <li>• Analysis of GIS data addressing land use, transportation, and natural features</li> <li>• Analysis of US Census data and market data</li> <li>• Preparation of a constraints and opportunities analysis report</li> </ul>

<p><b>3. Public Involvement/ Outreach Plan</b></p> <p><b>Timeline: October 2015-March 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<ul style="list-style-type: none"> <li>• Identify stakeholders, businesses, property owners, institutional and government agencies, area residents and other interested parties</li> <li>• Develop a robust, equitable and inclusive outreach strategy including, but not limited to: <ul style="list-style-type: none"> <li>– Online surveys</li> <li>– One-on-one meetings with major stakeholders</li> <li>– Focus group meetings with stakeholder groups</li> <li>– Presentations to stakeholder groups and public city council meetings</li> <li>– Social media outreach</li> </ul> </li> </ul>
<p><b>3. Market Study/Economic Feasibility</b></p> <p><b>Timeline: October 2015-March 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<p>Conduct demographic and economic research to determine the demand and financial viability of uses on the properties. Potential uses include light industrial, commercial, and residential uses that are developed in a strategic, compatible and harmonious way to optimize the unique opportunities present on this site and achieve the strategic goals of the City of Milwaukie, Clackamas County and Metro. Additional work will include:</p> <ul style="list-style-type: none"> <li>• Discussions with local, regional and national developers and end-user tenants to ground truth assumptions and recommendations</li> <li>• Research for possible anchor tenants</li> <li>• Near-, mid- and long-term uses for the site</li> <li>• Catalytic uses</li> <li>• Interim uses</li> </ul>
<p><b>4. Draft Framework Plan</b></p> <p><b>Timeline: March 2016-September 2016</b></p> <p><b>Grant Payment: \$50,000</b></p>	<p>Create a draft framework plan that includes the following elements:</p> <ul style="list-style-type: none"> <li>• Eco-Industrial District Vision <ul style="list-style-type: none"> <li>○ Establish the vision, principles, and standards needed for development of an eco-industrial district</li> </ul> </li> <li>• Land Use <ul style="list-style-type: none"> <li>– Identify opportunity sites and alternative land uses</li> <li>– Integrate the Tacoma Station Area Plan as appropriate</li> <li>– Identify public open space and natural features to be protected</li> </ul> </li> <li>• Transportation <ul style="list-style-type: none"> <li>– Identify needed improvements to streets, transit, pedestrian ways, and bikeways</li> <li>– Identify gaps in the active transportation network and implementation steps</li> <li>– Explore and incorporate transportation demand management approaches</li> <li>– Develop a parking plan for the district</li> </ul> </li> <li>• Infrastructure <ul style="list-style-type: none"> <li>– Identify and plan infrastructure (water, sewer, storm drainage) necessary to support the development of the district and consistent with the objectives of the principles for an eco-industrial district</li> </ul> </li> <li>• Create a phasing plan for infrastructure improvements</li> </ul>
<p><b>5. Development Feasibility Testing</b></p> <p><b>Timeline: September 2016-December 2016</b></p>	<ul style="list-style-type: none"> <li>• Conduct a development feasibility analysis that includes matching potential uses with existing and new buildings and performing a financial feasibility analysis. The feasibility will be based on development costs and economic viability in the near, mid and long term. Financial sources and potential uses will be identified</li> <li>• Test the draft Framework Plan against the development feasibility with the development experts at focus group meetings</li> <li>• Based on the feasibility analysis and focus groups list plan refinements and actions necessary for implementation</li> </ul>
<p><b>6. Draft Implementation Strategy</b></p> <p><b>Timeline: December 2016-March 2017</b></p> <p><b>Grant Payment: \$50,000</b></p>	<ul style="list-style-type: none"> <li>• Prepare a draft development/economic development action plan that outlines the programs and financing options to implement the draft framework plan</li> <li>• Identify opportunities for public/private partnerships to encourage implementation</li> <li>• Identify estimated costs for transportation and infrastructure improvements outlined in the framework plan</li> <li>• Develop a draft funding strategy for public improvements that considers the use of urban renewal and tax increment financing</li> </ul>

<b>7. Plan and Strategy Refinement</b> <b>Timeline:</b> <b>March 2017-June 2017</b>	<ul style="list-style-type: none"> <li>• Conduct a series of outreach events with the public and with advisory committees to determine the refinements needed to the framework plan and implementation strategy</li> <li>• Prepare refinements to the Framework Plan and the implementation Strategy</li> </ul>
<b>8. Final Documents for City Approval</b> <b>Timeline: June 2017</b> <b>Grant Payment: \$50,000</b>	<ul style="list-style-type: none"> <li>• Finalize documents and submit them to the City for approval by the Planning Commission and City Council</li> <li>• Revise documents as needed through the approval process</li> </ul>

*g. Project management: Include the name of project management staff likely to be managing the project and communicating with Metro staff and the contact name, if different.*

County and City staff collaborating on the management of the project include:

<b>Alma Flores, City of Milwaukie, Community Development Director</b> Phone: 503-786-7652 Email: <a href="mailto:floresa@milwaukieoregon.gov">floresa@milwaukieoregon.gov</a> <b>Denny Egner, City of Milwaukie, Planning Director</b> Phone: 503-786-7654 Email: <a href="mailto:egnerd@milwaukieoregon.gov">egnerd@milwaukieoregon.gov</a> <b>Vera Koliass, City of Milwaukie, Associate Planner</b> Phone: 503-786-7653 Email: <a href="mailto:koliassv@milwaukieoregon.gov">koliassv@milwaukieoregon.gov</a>	<b>Gary Barth, Clackamas County Business &amp; Community Services, Director</b> Phone: 503-742-4299 Email: <a href="mailto:GaryBar@co.clackamas.or.us">GaryBar@co.clackamas.or.us</a> <b>Catherine Comer, Clackamas County Business &amp; Economic Development, Manager</b> Phone: 503-742-4303 Email: <a href="mailto:ccomer@clackamas.us">ccomer@clackamas.us</a> <b>Jamie Johnk, Clackamas County, Economic Development Coordinator</b> Phone: 503-742-4413 Email: <a href="mailto:jamiejoh@clackamas.us">jamiejoh@clackamas.us</a>
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**Budget documents:** The budget should be clear, appropriate and sufficient to complete the project. Costs should clearly support the proposed tasks consistent with the project narrative. Applicants must submit the following three budget documents:

- *Budget narrative: This describes the scope or approach to achieving the expected outcomes and milestones.*

The total budget identified for the North Milwaukie Industrial Area Redevelopment Strategy project is \$446,465 of which \$250,000 represents the CPDG funding request; \$65,090 is City of Milwaukie’s match and \$131,375 is Clackamas County’s match. Each match consists of cash and in-kind commitments as follows:

- City of Milwaukie match: Cash \$10,000 + In-kind \$55,090 = \$ 65,090
- Clackamas County match: Cash \$75,000 + In-kind \$56,375 = \$131,375

The in-kind commitments from both the City and County represent staff hours and office/supply costs during the course of this project. Staff identified as contributors to the project are outlined above. CPDG funds and cash commitments will be used to engage a consultant team to assist with carrying out the milestones and deliverables identified in this funding request. The following represents the estimated timeline for completing key deliverables and when grant drawdowns might occur.

- *Line item budget: See form attached*
- *Statement of matching funds: See form attached*

**Supplemental attachments (attach all that apply): See documents attached.**

- ✓ Vicinity map
- ✓ Site map
- ✓ Sample of photos of existing development and/or landmark in the project site
- ✓ Letters of commitment for match by project partners
- ✓ Letters of support from the community and project partners.

**Construction Excise Tax Planning Grant Program  
Project Budget Form**

**Budget Form**

**Metro Community Development and Planning Grant  
Milwaukie Industrial Area Plan**

**North**

**PROJECT COSTS**

1) Estimate the hours of work directly related to your project for agency personnel, consultants, and non-profit personnel. You can delete rows that do not apply and/or add more for specific descriptors.

2) Explain the tasks each is expected to complete *in the budget narrative* (i.e., design development, construction estimates, public involvement, technical research, code analysis, etc.).

<b>Personnel Costs</b>	<b>Financial Match</b>	<b>In-Kind Match</b>	<b>CET Grant Request</b>	<b>TOTAL</b>
Agency staff		\$ 106,465		\$ 106,465
Consultants	\$ 85,000		\$ 250,000	\$ 335,000
Non-profit staff				\$ -
Office/supplies				\$ -
<b>Total for Planning Services</b>	\$ 85,000	\$ 106,465	\$ 250,000	\$ 441,465

<b>Other Costs</b>				
Overhead/Indirect costs - these can only be used as match		\$ 5,000		\$ 5,000
<b>Total for Other Costs</b>	\$ -	\$ 5,000	\$ -	\$ 5,000
<b>TOTAL PROJECT COSTS</b>				
	\$ 85,000	\$ 111,465	\$ 250,000	\$ 446,465

*Note: See pages 27-29 of the CET Application Handbook for detail instructions.*

DRAFT

Approval of Previous Business Meeting Minutes:

November 12, 2015

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

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

**Thursday, November 12, 2015 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

**EXCUSED:** Commissioner Jim Bernard

### **CALL TO ORDER**

■ Roll Call

Commissioner Bernard is out of the office and will not be in attendance today.

■ Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – spoke regarding misc. issues including road funding, Metro and Urban Rural Reserves.
2. Steve Bates, Boring, Representing Boring CPO – request to Metro for Boring to be removed from urban and rural reserve – presented the BCC a copy of his letter to Metro.
3. Tammy Stevens, Beavercreek, Representing Hamlet of Beavercreek – Beavercreek Road Concept Plan.
4. Norm Andreen, Oregon City, Representing Hamlet of Beavercreek – Beavercreek Road Concept Plan.

*~Board Discussion~*

### **II. PUBLIC HEARINGS**

1. First Reading of Ordinance No. **07-2015** Amending Chapter 2.09, County Administrator, of the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion to read the Ordinance by title only.

#### **MOTION:**

Commissioner Schrader: I moved we read the ordinance by title only.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye;

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked the Clerk to assign a number and read the ordinance by only. He then announced the second reading will be on Dec. 3, 2015 at the regular scheduled Business meeting at 10:00 AM.

2. First Reading of Ordinance No. **08-2015** Amending Chapter 6.03, Emergency Management, of the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion to read the Ordinance by title only.

**MOTION:**

Commissioner Smith: I moved we read the ordinance by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye;

Chair Ludlow: Aye – the motion passed 4-0.

Chair Ludlow asked the Clerk to assign a number and read the ordinance by title. He then announced the second reading will be on Dec. 3, 2015 at the regular scheduled Business meeting at 10:00 AM.

**III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title.

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

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

1. Approval of a Revenue Intergovernmental Agreement with the State of Oregon Criminal Justice Commission for the Specialty Courts Grant Program – *Health Centers*

**B. Department of Transportation & Development**

1. Board Order No. **2015-119** Adopting the Vacation of Browndale Farm Road

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Business & Community Services**

1. Approval of an Oregon Department of Forestry Grant Agreement Cooperative Pilot Project Phase I Feasibility Study
2. Approval of a State Marine Board Facility Grant Cooperative Agreement Facility Grant No. 1541, Hebb Park Boating Improvements

**IV. DEVELOPMENT AGENCY**

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for Right-of-Way Services for the Monterey Ave. Extension Project

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:01 AM**





**NANCY S. BUSH**  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**  
**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD OREGON CITY, OR 97045

December 10, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Sub-recipient Grant Agreement 16-023 between Clackamas County Emergency Management Department and Oregon Department of Forestry, North Cascades District for Firewise Communities Program

<b>Purpose/Outcomes</b>	The Firewise Communities Program is a project of the National Fire Protection Association. The program encourages local solutions for safety by involving homeowners and individual responsibility for preparing for wildfire.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$101,577.14
<b>Funding Source</b>	Federal Title III Grant Funds for Firewise. No County General Funds are involved.
<b>Duration</b>	Effective November 01, 2015 and terminates on December 31, 2016
<b>Previous Board Action</b>	The Board has approved Firewise Grants in previous years that were managed through Count Administrator's Office
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Nancy Bush, Director – 503-655-8665
<b>Contract No.</b>	16-023

**BACKGROUND:**

The Oregon Department of Forestry, Molalla Unit, will provide Firewise coordination and educational opportunities for home owners in Clackamas County in support of Clackamas County Community Wildfires planning efforts and the development of Firewise communities in the wildland urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWP).

The Firewise Program is a continuation of work outlined in the CCWP in respect to fuel reduction efforts with the United States Forest Service and local fire districts.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement.

Respectfully submitted,

Nancy Bush, Director  
Emergency Management

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 16-023**

Project Name: **Firewise**  
Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Emergency Management (COUNTY) and **Oregon Department of Forestry, North Cascades District** a Department of the State of Oregon (SUBRECIPIENT).

**Clackamas County Data**

Grant Accountant: <b>Judy Smith</b>	Program Manager: <b>Nancy Bush</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5421 jsmith2@co.clackamas.or.us	Clackamas County – Emergency Management 2200 Kaen Road Oregon City, OR 97045 Phone: 503-655-8665 nbush@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Scott West</b>	Program Representative: <b>Scott West</b>
Name: Oregon Department of Forestry – Molalla Unit Address: 14995 OR-211 City, State Zip: Molalla, OR 97038 Phone: 503-829-2216 Email: scott.a.west@oregon.gov DUNS: 809579808	Name: Oregon Department of Forestry Address: 14995 OR-211 City, State Zip: Molalla, OR 97038 Phone: 503-829-2216 Email: scott.a.west@oregon.gov

**RECITALS**

1. Project description: The Firewise Communities Program is a project of the National Fire Protection Association in conjunction with the U.S. Department of Agriculture, office of Forest Service, the U.S. Department of the Interior, and the National Association of State Foresters. The program encourages local solutions for safety by involving homeowners in taking individual responsibility for preparing their homes from the risk of wildfire. The program teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses.
2. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **November 1, 2015** and shall expire on **December 31, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the U.S. Department of Agriculture, Forest Service's Secure Rural Schools and Community Self Determination Act of 2000, Division C, Section 601(a), 16 U.S.C. 7101-7153; 16 U.S.C. 500, and reauthorized by section 524 of P.L. 114-10.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Secure Rural Schools and Community Self Determination Grant (Catalogue of Federal Domestic Assistance [CFDA] #10.665)** issued to the COUNTY by the State of Oregon Department of Administrative Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$101,577.14**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$383,302.94 in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 225 (OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*) and 7 CFR 3016 (*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*). These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- d) **Match.** Matching funds are not required for this Agreement.
- e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- g) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Request for Reimbursement.
- h) **Performance Reporting.** The SUBRECIPIENT must submit an annual Performance Report as specified in Exhibit A.
- i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Request for Reimbursement on a quarterly basis.
- j) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 215.71—Closeout procedures. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits E & F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement.
- k) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List

System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- m) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by OMB Circular A-87 Attachment B Item 25 and the *Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 7 CFR 3016.40. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- q) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the Frequently Asked Questions for Title III County Funds, including definitions of authorized and unauthorized uses of funds provided under this agreement, found at [www.fs.usda.gov/main/pts.countyfundsfacts](http://www.fs.usda.gov/main/pts.countyfundsfacts), that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions

represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which

are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify, defend, and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) against all lawsuits, claims, liabilities, demands, losses and costs, except when due solely to any act or omission of COUNTY. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions

coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.



- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

OREGON DEPARTMENT OF FORESTRY  
NORTH CASCADES DISTRICT

By: \_\_\_\_\_  
Chair

By: Steve Wilson  
Steve Wilson, N. Cascades District Forester

By: \_\_\_\_\_  
Recording Secretary

Dated: 11/25/15

Dated: \_\_\_\_\_

Approved to Form

By: [Signature]  
County Counsel

Attachments:

- Exhibit A: Project Goals, Objectives and Outcomes
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Final Financial Report
- Exhibit F: Excess Supplies Inventory

## EXHIBIT A: PROJECT GOALS, OBJECTIVES AND OUTCOMES

<b>PROJECT NAME:</b> <i>Firewise</i>	<b>AGREEMENT #</b> <i>16-023</i>
<b>SUB-RECIPIENT:</b> <i>Oregon Department of Forestry</i>	

### **Project Goals and Objectives**

The Oregon Department of Forestry, Molalla Unit, will provide Firewise coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWPP). The project continues the work outlined in the County Community Wildfire Protection Plan and companion efforts to develop Firewise communities in Clackamas County by adding fire mitigation assistance on State protected Bureau of Land Management lands and cooperative fuel reduction efforts with the United State Forest Service and local fire districts. The project will allow for the purchase of fire prevention education and mitigation materials and services to support ongoing efforts.

### **Project Accomplishments/Expected Outcomes**

- Create two Firewise Communities in Clackamas County by the end of the program period.
- Conduct six community meetings to present the Firewise program to homeowners
- Accomplish community outreach on 300 forested home sites annually for defensible space and fuel reductions consistent with CWPP actions plans
- Firewise and CWPP themes will be presented at the Clackamas County Fair, Molalla Buckaroo Rodeo, and at various local community gatherings held each summer in Clackamas County

### **Monitoring and Reporting Plan to Measure Outcomes**

Measurement of outcomes will be determined by ODF success in:

- Creating at least two active FireWise communities in the County.
- Conducting 300 forested home site outreaches during project period
- Conducting four presentations at community events during project period
- Holding six community meetings put on by district staff

A full-time ODF staff person will be assigned to monitor the effectiveness of ODF efforts and will provide a comprehensive project-end report within 90 days of the end of this agreement to evaluate accomplishments and objectives.

**EXHIBIT B: PROGRAM BUDGET**

<b>PROJECT NAME: Firewise</b>	<b>AGREEMENT #16-023</b>
<b>SUB-RECIPIENT: Oregon Department of Forestry</b>	

<b>Title III Firewise Grant</b>				
<b>End Date: 12/31/16</b>				
<b>Total money available: \$101,577.14</b>				
<b>Combined Budget Cat.</b>	<b>Budgeted Amt</b>	<b>Expended to Date</b>	<b>Budget Avail.</b>	<b>% expended to Date</b>
A. Personnel	\$51,800.00			
B. Fringe Benefits	\$30,401.42			
C. Travel	\$10,000.00			
E. Supplies	\$9,375.72			
<b>Total</b>	<b>\$101,577.14</b>			

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

<b>PROJECT NAME:</b> <i>Firewise</i>	<b>AGREEMENT #</b> <i>16-023</i>
<b>SUB-RECIPIENT:</b> <i>Oregon Department of Forestry</i>	

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

---

Organization Name

Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

## Exhibit D QUARTERLY REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.  
 All expenditures must have adequate supporting documentation.

<b>Subrecipient</b> <u>Oregon Department of Forestry</u>  <b>Address:</b> <u>14995 OR-211</u> <u>Molalla, OR 97038</u>  <b>Contact Person:</b> <u>Scott West</u> <b>Phone Number:</b> <u>503-829-2216</u> <b>E-mail:</b> <u>scott.a.west@oregon.gov</u>	<b>Grant Number:</b> <u>16-023</u> <u>10/1/15-</u> <b>Report Period:</b> <u>12/31/16</u> <b>Contract #:</b> <u>None</u> <b>Federal Award #:</b> _____ <b>CFDA(s):</b> <u>10.665</u>
--	--

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_  
**Department:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT E**

<b>Project Name: Firewise</b>	<b>Agreement #: 16-023</b>
<b>Federal Award #: none</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: Oregon Department of Forestry</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

**Final Financial Report**

Report of Funds received, expended,  
 and reported as match (if applicable)  
 under this agreement

Total Federal Funds authorized on this agreement:	\$101,577.14
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	N/A
Balance of unexpended Federal Funds (Line 1 minus Line 2):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

Subrecipient's Certifying Official's telephone: \_\_\_\_\_

**EXHIBIT F**

<b>Project Name: Firewise</b>	<b>Agreement #: 16-023</b>
<b>Federal Award: None</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: Oregon Department of Forestry</b>	
<b>Is this program continuing beyond the expiration of this agreement?: Y/N</b>	
<b>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N</b> <i>(If yes, identify all such supplies below by marking it with a highlighter)</i>	
<b>OR</b>	
<b>Does the subrecipient request the use of the supplies on other federally supported activities? Y/N</b>	
<b>If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.</b>	

**Residual Supplies Inventory**

Items of Supplies with an Aggregate, Current Fair Market Value of \$5,000 or more and purchased with Federal Grant Funds

*Attach more sheets if necessary*

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): \_\_\_\_\_

Subgrantee's Certifying Official (signature): \_\_\_\_\_

Subgrantee's Certifying Official's title: \_\_\_\_\_

Subgrantee's Certifying Official's telephone: \_\_\_\_\_





14  
Laura Zentner, CPA  
Business Operations Director  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for  
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2015-2016**

Purpose/Outcome	Approval of a resolution for a supplemental budget less than ten percent for North Clackamas Parks & Recreation District FY 2015-2016
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$636,695 in the General Fund and \$29,737 in the Nutrition & Transportation Fund.
Funding Source	Beginning Fund Balance – General Fund and Nutrition & Transportation Fund
Safety Impact	N/A
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	Original Adopted Budget June 25, 2015.
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

**BACKGROUND:** Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

The attached resolution reflects the above-mentioned changes by department in keeping with a legally accurate budget.

The **General Fund** - is recognizing additional fund balance in the amount of \$636,695 and recognizing additional appropriation in the Contingency category in the amount of \$636,695.

The **Nutrition & Transportation Fund** - is recognizing additional fund balance in the amount of \$29,737 and recognizing additional appropriation in the Contingency category in the amount of \$29,737.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached resolution and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura L. Zentner CPA  
BCS Deputy Director

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

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE NORTH CLACKAMAS PARKS & RECREATION DISTRICT FOR FISCAL YEAR 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

- North Clackamas Parks & Recreation District - General Fund
- North Clackamas Parks & Recreation District – Nutrition & Transportation Fund

It further appearing that it is in the best interest of the District to approve this appropriation of beginning fund balance for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.471, the appropriation of beginning fund balance is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 10th day of December, 2015

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
Exhibit A  
**CHANGES OF LESS THAN 10% OF BUDGET**  
December 10, 2015

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND**

Increase Beginning Fund Balance:	
Administration Division	\$ 636,695
Total	<u>\$ 636,695</u>
 Increase Expenditures:	
Contingency	\$ 636,695
Total	<u>\$ 636,695</u>

The General Fund is recognizing additional fund balance in the amount of \$636,695 and increasing the appropriation in the Contingency category in the amount of \$636,695.

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT - NUTRITION & TRANSPORTATION FUND**

Increase Beginning Fund Balance:	<u>\$ 29,737</u>
 Increase Expenditure:	
Contingency	\$ 29,737
Total	<u>\$ 29,737</u>

The Nutrition & Transportation Fund is recognizing additional fund balance in the amount of \$29,737 and recognizing additional appropriation in the Contingency category in the amount of \$29,737.



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Laura Zentner, CPA  
Deputy Director  
**BUSINESS AND COMMUNITY SERVICES**  
Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2015-2016**

Purpose/Outcome	Approval of a resolution for a supplemental Budget less than ten percent for the Library Service District FY 2015-2016
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$216,403.
Funding Source	Beginning Fund Balance
Safety Impact	N/A
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	Original Adopted Budget June 25, 2015
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted. The attached resolution reflects the above-mentioned changes by category in keeping with a legally accurate budget.

The **Library Service District Fund** - is recognizing additional beginning fund balance in the amount of \$216,403 and recognizing additional expenditures in the Special Payments Category (Payments to Local Governments and Other Special Payments) in the amount of \$216,403.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached resolution and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Laura L. Zentner, CPA  
BCS Deputy Director

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

A RESOLUTION OF THE BOARD OF  
COUNTY COMMISSIONERS ACTING  
AS THE GOVERNING BODY OF THE  
CLACKAMAS COUNTY LIBRARY  
SERVICE DISTRICT REGARDING  
ADOPTION OF A SUPPLEMENTAL  
BUDGET FOR ITEMS LESS THAN  
10 PERCENT OF THE TOTAL  
QUALIFYING EXPENDITURES AND  
MAKING APPROPRIATIONS FOR  
THE FISCAL YEAR 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the appropriation of beginning fund balance is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 10th day of December, 2015

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
Exhibit A  
**CHANGES OF LESS THAN 10% OF BUDGET**  
December 10, 2015

**LIBRARY SERVICE DISTRICT FUND**

Increase Revenues:	
Beginning Fund Balance	\$ 216,403
Total	<u>\$ 216,403</u>
 Increase Expenditures:	
Special Payments	\$ 216,403
Total	<u>\$ 216,403</u>

The Library Service District Fund is recognizing additional beginning fund balance in the amount of \$216,403 and recognizing additional expenditures in the Special Payments category (Payments to Local Governments & Other Special Payments) in the amount of \$216,403.



16  
MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 10, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for an Enhanced Law Enforcement District  
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Enhanced Law Enforcement District FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$163,215.
Funding Source	Includes Fund Balance.
Safety Impact	N/A
Duration	July 1, 2015 - June, 30 2016
Previous Board Action/Review	Budget Adopted June 25, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Enhanced Law Enforcement District is recognizing fund balance and budgeting for debt service

The effect of this Resolution is an increase in appropriations of \$163,215 including revenues as detailed below:

Fund Balance	\$ 163,215.
Total Recommended	<u>\$ 163,215.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 10, 2015.

WHEREAS; the funds being adjusted are:

Enhanced Law Enforcement District Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 10th day of December 2015

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**December 10, 2015**

**ENHANCED LAW ENFORCEMENT DISTRICT**

Revenue:	
Fund Balance	\$ 163,215.
Total Revenues	<u>\$ 163,215.</u>
Expense:	
Debt Service	\$ 163,215.
Total Expenses	<u>\$ 163,215.</u>

Enhanced Law Enforcement District is recognizing fund balance and budgeting for debt service.