



# AGENDA

**Thursday, April 5, 2012 - 10:00 AM**

**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-25

## **I. CALL TO ORDER**

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

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

- 1
1. Proclaiming April 2012 as Grange Month in Clackamas County (Tim Heider, Public and Government Affairs)

## **III. HOUSING AUTHORITY CONSENT AGENDA**

- 2
1. Resolution No. 1888 – Final Approval of the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan

## **IV. CONTINUATION OF PUBLIC HEARING ON PROPOSED ZONING AND DEVELOPMENT ORDINANCE**

*(The following item(s) will be individually presented by County staff. Interested parties may appear and be heard during the testimony phase of any hearing. If a hearing is set for decision only, the evidence phase has been completed, so interested parties may no longer be heard. Applications or comments may be inspected, and calls or correspondence directed to, the Planning Division 150 Beavercreek Road, Oregon City, Oregon 97045, (503) 742-4500.)*

**This item was continued from the March 22, 2012 Public Hearing for deliberation and decision only – no public testimony will be taken.**

- 3
1. Zoning and Development Ordinance Amendment - **ZDO-235** (Jennifer Hughes, Planning Division, Rhett Tatum, County Counsel)

ZDO-235 is a legislative text amendment to the Clackamas County Zoning and Development Ordinance. ZDO-235 is a proposal that includes two distinct subject areas: 1) add section 105 to the Zoning and Development Ordinance to formally provide for a Planning Commission; and 2) add section 106 to the Zoning and Development Ordinance to standardize and revise the similar uses provision of the ZDO.

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

**-NO DISCUSSION ITEMS SCHEDULED**

**VI. 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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

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

- 4 1. Approval of a Contract with Tri-County Metropolitan Transportation District of Oregon for Operating Expenses of the Mountain Express Bus Service in the Hoodland Area - ssp
- 5 2. Approval of an Acute Inpatient Psychiatric Service Agreement with Providence Health and Services for Acute Inpatient Psychiatric Service and Acute Outpatient Mental Health Services - BH

**B. Department of Employee Services**

- 6 1. Renewal of the Service Agreement with Kaiser Foundation Health Plan of the Northwest for the 2012 Plan Year
- 7 2. Approval of the Employer Group Contract with Providence Medicare Health Plans effective January 1, 2012

**C. Elected Officials**

- 8 1. Approval of Previous Business Meeting Minutes – BCC
- 9 2. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and the State of Oregon, Oregon Department of Transportation to Participate in the Motor Carrier Safety Assistance Program - ccso

**D. County Counsel**

- 10 1. Approval of a Restrictive Covenant Required to Comply with Land Use Approval Conditions for Clackamas County Jail Renovation Project Phase B

**VIII. WATER ENVIRONMENT SERVICES**

- 11 1. Approval of an Engineering Services Agreement Amendment for the Clackamas County Service District No. 1 Intertie #2 Project – Final Design

**IX. COMMISSIONERS COMMUNICATION**

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

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



GARY SCHMIDT  
DIRECTOR

**PUBLIC AND GOVERNMENT AFFAIRS**

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

April 5, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Proclaiming April 2012 Grange Month in Clackamas County**

Clackamas County resident Mike Province, an active member of the Redland Grange, invites the Board to consider proclaiming April 2012 *Grange Month in Clackamas County*, supporting the service and contributions of the active granges in Clackamas County.

There are 17 active granges in the county, which offer volunteer, service and family-oriented activities for the benefit of citizens of Clackamas County. Grange members also serve as a united voice helping to enhance the quality of life for all citizens, especially those in rural communities and those working in agriculture and food and fiber production.

The history of the grange organizations in Clackamas County includes the promotion of issues such as rural mail delivery, women's rights and assisting citizens in need.

The granges offer membership to all citizens in good character as well as junior membership to youth – with a goal of igniting a passion for service and community involvement that will last throughout their lives.

Below is a list of the granges of Clackamas County:

Abernethy Grange #346	Maplewood Grange #662
Beavercreek Grange #276	Milwaukie Grange #268
Boring-Damascus Grange #260	Molalla Grange #310
Clarkes Grange #261	Redland Grange #796
Colton-Foothills Grange #831	Springwater Grange #263
Eagle Creek Grange #297	Sandy Grange #392
Frogpond Grange #111	Sunnyside #842
Garfield Grange #317	Warner Grange #117
Harding Grange #122	

**Recommendation**

Staff recommends the Board of Commissioners Proclaim April 2012 as Grange Month in Clackamas County.

Sincerely,

Gary Schmidt, Director

For information on this issue please contact Gary Schmidt at (503) 742-5908

## ***Proclaiming April 2012 as Grange Month in Clackamas County***

**Whereas** Since 1867, the Grange has been a grassroots movement for the benefit of American families and local communities; and

**Whereas** Grange programs are family oriented, beginning with Junior Grange for children of ages 4 through 13 for the purpose of getting children involved with their community, with agriculture, and with good citizenship; and

**Whereas** Grange activities support personal development, leadership seminars, and foster a wide range of useful skills and abilities for personal growth through social, cultural, and educational programs; and

**Whereas** Granger members attend public meetings, inform themselves of local, state, and national issues, and speak on behalf of those working in agriculture, producing food, fuel, and fiber; and

**Whereas** members of the 17 active granges in Clackamas County ignite a passion in the community for service and involvement.

**Now, therefore**, the Clackamas County Board of Commissioners do hereby Proclaim April 2012 as Grange Month in Clackamas County. We urge the Citizens of the County to recognize and participate in Grange activities and support Clackamas County Granges.

**Dated** this 5<sup>th</sup> day of April 2012

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Charlotte Lehan, Chair

April 5, 2012

Board of Commissioners of the  
Housing Authority of Clackamas County

Members of the Board:

**Resolution No. 1888: Final Approval of the Housing Authority's FY 2012 Annual Plan**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of Resolution No. 1888, which authorizes the approval and submission of HACC's FY 2012 Annual Plan (Agency Plan). This submission also includes the approval of the Agency Plan attachments. The attachments are the FY 2012 Capital Fund Annual Statement, the FY 2012 Capital Fund Program Five Year Action Plan, and the Capital Fund Performance & Evaluation Reports for 2008, 2009, 2010 and 2011.

As required by the Quality Housing and Work Responsibility Act of 1998, all Housing Authorities must develop and submit an Agency Plan. The Agency Plan includes eight attachments. Six of the eight attachments are related to the Capital Fund Program Grant (CFP). CFP funds are granted by the U.S. Department of Housing and Urban Development (HUD) for the development, modernization and management of public housing. Through the submission of the annual and five year CFP Action Plans, HACC is applying for and seeking Capital Funds in the amount of \$ 892,834.00 for FY 2012. HACC is required to report on the expenditures of any prior year CFP monies not yet fully spent. The FY 2008, 2009, 2010 and 2011 CFP Performance and Evaluation Reports show how money was spent and how much is left to be obligated or spent as December 31, 2011.

The Agency Plan and its attachments were developed in consultation with a Resident Advisory Board (RAB). The RAB is made up of volunteers from the Public Housing and HCV programs. The RAB met on January 11<sup>th</sup>, 2012 to review and make revisions to the Agency Plan and its attachments. HACC also worked closely with the Legal Aide Services of Oregon on behalf of its residents. The meeting minutes from the RAB process are included as one attachment to the Agency Plan.

A public review period was held January 19<sup>th</sup>, 2012 through March 2<sup>nd</sup>, 2012. A public hearing on the revised Agency Plan was held in front of the Housing Authority Board of Commissioners on March 15<sup>th</sup>, 2012, with discussion held on March 22<sup>nd</sup>, 2012. Written comments were received by the Executive Director and were provided as documentation as part of the public review process. The Agency Plan was made available at the HACC Administrative Office, HACC Property Management Offices, the Clackamas County Oak Grove Library, and posted on the Housing Authority's website. The final version of the Agency Plan, including all attachments and certifications, will be submitted to HUD upon approval. This final step is required to be completed at least 75 days before the beginning of the fiscal year, July 1<sup>st</sup>, 2012.

**Recommendation:**

Staff recommends that the Board approve the Agency Plan, with attachments and certifications, and authorize the submittal of these documents to HUD by the Executive Director. Staff also recommends that the Board approve and authorize the Chair to sign Resolution No. 1888 and the "PHA Certification of Compliance" HUD Forms 50077 and 50077-CR.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker" with a stylized flourish at the end.

Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Mary-Rain O'Meara at 503-655-8279

**BEFORE THE BOARD OF COMMISSIONERS**  
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing Authority's FY 2012 Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO. 1888

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed a streamlined FY 2012 Annual Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and includes the following attachments: FY 2012 Capital Fund Annual Statement, the FY 2012 Capital Fund Program Five Year Action Plan, and the Capital Fund Performance & Evaluation Reports for 2008, 2009, 2010 and 2011 grant funds received by U.S. Department of Housing and Urban Development (HUD) and required certifications, and

WHEREAS the HUD Grant OR16P00150112 (FY 2012) for Capital Fund Program is part of the Agency Plan submission and is requesting funds totaling \$892,834.00 for the development, modernization and management of HACC's public housing, and

WHEREAS, HUD requires that HACC prepare a Five Year Plan and its Performance and Evaluation Reports for Capital Fund Program grant funds not spent for FYs 2008, 2009, 2010 and 2011 as part of the submission for the annual grant request, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates and with input and recommendations from an established Resident Advisory Board (RAB) on January 11, 2012, and

WHEREAS, the Capital Fund Program budget was reviewed and discussed with current public housing residents at its quarterly site meetings on January 23, 25 and 26, 2012.

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian and the Catch All Chronicle for public review and comment from January 19, 2012 through March 2, 2012, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front of the Housing Authority's Board of Commissioners on March 15, 2012, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution in order to apply for the Capital Fund Program Grant, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to the HUD at least 75 days prior to the effective date of July 1, 2012,

BEFORE THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing  
Authority's FY 2012 Annual Plan (Agency  
Plan), and related Certifications and  
Attachments

RESOLUTION NO. 1888  
(Cont'd)

NOW THEREFORE BE IT RESOLVED that the Agency  
Plan, its attachments and its certifications are approved, and the Executive Director of the Housing  
Authority is authorized to submit these documents to HUD.

DATED this 5<sup>th</sup> day of April, 2012

BOARD OF COMMISSIONERS OF THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY, OREGON

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

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



**PHA Certifications of Compliance  
with PHA Plans and Related  
R e g u l a t i o n s**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of Clackamas County  
 PHA Name

OR0001  
 PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title Chair, Board of County Commissioners
Signature	Date

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 08/30/2011

**Civil Rights Certification****Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Housing Authority of Clackamas County

OR0001

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title Chair, Board of County Commissioners
Signature	Date

form HUD-50077-CR (1/2009)

OMB Approval No. 2577-0226

**PHA 5-Year and Annual Plan**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB No. 2577-0226  
Expires 8/30/2011

**1.0 PHA Information**  
 PHA Name: Housing Authority of Clackamas County PHA Code: OR001  
 PHA Type:  Small  High Performing  Standard  HCV (Section 8)  
 PHA Fiscal Year Beginning: (MM/YYYY): 07/2012

**2.0 Inventory** (based on ACC units at time of FY beginning in 1.0 above)  
 Number of PH units: 545 Number of HCV units: 1605

**3.0 Submission Type**  
 5-Year and Annual Plan  Annual Plan Only  5-Year Plan Only

**4.0 PHA Consortia**  
 PHA Consortia: (Check box if submitting Joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included with the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

**5.0 5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update.  
 No Update- Maintaining Version Submitted in FY2010

**5.1 Mission.** State the PHA's Mission for serving the needs of low-income, very low income, and extremely low income families in the PHA's jurisdiction for the next five years:  
 N/A

**5.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low income families for the next five years. Report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  
 N/A

DRAFT

## PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

### Agency-Wide Updates

1. HACC has implemented a new Fair Housing initiative in FY 2011. Activities for FY 2012 include: Fair Housing Land Lord Trainings, Turn-back studies, Opportunity Mapping, School Performance mapping, Small Area rent implementation, and development of a Mobility Counseling pilot program. See attachment C for a detailed description of these activities.
2. HACC may submit a Move to Work (MTW) application in FY 2012.
3. In an attempt to address decreasing revenues and increasing administrative costs, HACC will make administrative waiver requests to HUD in FY 2012 to streamline operations and increase efficiencies.

### Housing Choice Voucher Updates

4. HACC has initiated a process improvement working group for its Shelter plus Care program, to maximize grant resources and increase efficiency.
5. HACC may consider conversion of tenant based vouchers Project Based Vouchers.
6. HACC may apply for specialized vouchers such as Veterans Affairs Supportive Housing (VASH), Family Unification Program (FUP), and increased Family Self Sufficiency (FSS) funding.
7. HACC received renewed funding for 1.5 FTE FSS staffing.
8. HACC accepted 44 new Enhanced Vouchers for River Glen Apartments.
9. HACC intends to enter into an Memorandum of Understanding for a pilot project with Home Forward to decrease barriers to mobility between our Counties by changing the port process between Clackamas County and Multnomah County.
10. HACC plans to implement small area payment standards in Lake Oswego and West Linn to further deconcentrate poverty.
11. HACC plans to simplify its utility allowances to facilitate a pilot between Home Forward and HACC and reduce administrative burden of calculations on staff.
12. HACC may change inspections to be based on location and decouple it from the annual recertification to be more efficient and reduce administrative expenses on travel and staff time. Inspections are required to be once every 12 months.
13. HACC may seek a waiver not to require annual inspections, but rather allow biennial inspections.
14. HACC may seek a waiver to change recertification for some or all clients to biennial.
15. HACC may seek a waiver to allow self certifications of all assets with no third party requirement.
16. HACC is considering a new preference for graduates from Permanent Support Housing.
17. HACC will undertake a purge of its Housing Choice Voucher waiting list in FY 2012.
18. HACC is making policy and procedures changes to its Housing Choice Voucher Administrative Plan. See Attachment A for a list of changes.
19. HACC will research and consider a consortium of our Housing Choice Voucher program.

### Public Housing Updates

20. HACC gained approval from its Board to implement a No-Smoking Policy at all Public Housing properties. The policy will be effective as of April, 1, 2012, following a resident engagement and education process.
21. HACC was the recipient of a 3-Year Resident Opportunity and Self Sufficiency (ROSS) grant to provide additional supportive services to public housing residents.
22. HACC has appointed its new Resident Advisory Board.
23. HACC is making policy and procedure changes to its Admissions and Continued Occupancy Policy (ACOP) for Public Housing. See Attachment A for an overview and discussion of changes.
24. HACC may open one or two Public Housing waiting lists in FY 2012.

6.0

6.0 (Continued)

**Development Updates**

Introduction: In May 2008, the Housing Authority of Clackamas County Board of County Commissioners approved a "10 Year Strategic Directive to Redevelop and Reposition the HACC Housing Portfolio". The following items follow from this Directive with a purpose of upgrading and expanding HACC's housing portfolio to provide affordable housing to lower income resident that is energy efficient, accessible, financially stable, community oriented, and supportive of resident achievement and long-term success.

- 25. HACC may submit an additional Demolition/Disposition application in FY 2012 for the remaining Scattered Sites (AMP 2).
- 26. HACC received notice in FY 2010/2011 that it was not awarded a HOPE VI Revitalization Grant for its Clackamas Heights property (AMP 1). HACC will continue to research alternative re-development scenarios for Clackamas Heights during FY 2012.
- 27. HACC may seek Mixed-Finance Modernization and Development activities in the Plan year for Clackamas Heights and other offsite locations to be determined. These may include Public Housing, Project Based Vouchers, and/or other forms of subsidized housing.
- 28. HACC will be conducting other affordable housing development or acquisition activities including the possible acquisition of new land or multi-family dwellings for new affordable/ and or public housing development. These may include Public Housing, Project Based Vouchers, and/or other forms of subsidized housing.
- 29. Using non Public Housing resources, HACC will undertake rehabilitation and refinancing of its Easton Ridge property with envelope replacement construction set to begin in the fall of 2012.
- 30. Using non Public Housing resources, HACC will complete Capital Needs Assessments conducted for its Special Needs and Affordable portfolio to facilitate planning in FY 2012 for the rehabilitation and refinancing of these properties.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

- Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR
- Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR
- Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR
- Housing Authority Website: <http://www.clackamas.us/hacc>
- Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR

**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.*

- A. HACC anticipates continuing its efforts to identify **Mixed Finance Modernization or Development** opportunities which could include a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. These efforts include revitalization of Clackamas Heights (AMP 1) as well as other to be determined off-site locations.
- B. HACC anticipates submitting an Inventory Removal Application to HUD's Special Applications Center (SAC) in FY 2012 for approval to sell up to 145 scattered site public housing units in addition to the 21 that HACC already has SAC approval to sell.
- C. HACC may participate in the Rental Assistance Demonstration (RAD) program.
- D. HACC does not anticipate a Homeownership program in FY 2012.
- E. HACC anticipates using Project Based Section 8 vouchers in FY 2012.

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <b>See Attachment B: Housing Needs Table and Statement of Housing Needs</b>

9.1	<b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b> N/A ( 5 Year Plan Submission Only)
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10.0	<b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. <ul style="list-style-type: none"> <li>• HACC continues to participate in the Clackamas County Homeless Council. In this capacity, HACC continues to apply for and receive Continuum of Care funds for the Shelter plus Care program and the Janssen Road Transitional Housing Program.</li> <li>• HACC has achieved a High Performer rating on its SEMAP.</li> <li>• HACC continues to be a High Performer in Public Housing.</li> <li>• HACC has no significant audit findings.</li> <li>• HACC continues to use its Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care participants, and clients from Springwater.</li> <li>• HACC continues to apply for and receive grant funding for 1.5 FTE housing choice voucher family self-sufficiency coordinators.</li> <li>• HACC received a new HUD ROSS Grant.</li> <li>• HACC continues to maximize its Voucher utilization at 98% or greater and has adjusted Voucher Payment Standards as needed for its residents to find affordable housing.</li> <li>• HACC has consistently maintained high occupancy rates at 95% or greater in an efforts to serve those on the waitlist as quickly as possible.</li> <li>• HACC received a grant from Oregon Housing and Community Services to participate in the Housing Development Center's Asset Management and Portfolio Preservation program to build Asset Management capacity for its Special Needs and Affordable Housing portfolio.</li> </ul> <p>The Capital Fund Program achievements are listed as part of attachments <b>OR001a01- OR001f01 and OR001j01</b></p> (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"
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11.0	<b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note: Faxed copies of these documents will not be accepted by the Field Office.</b> <ol style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ol>
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## ATTACHMENT A

### PHA Plan Updates Since the Last Approved Plan

**Elements That Have Been Revised:**

**1. Changes to the Housing Choice Voucher Administrative Plan**

1	New Clarifying language regarding the dependent allowance for children.	Unchanged	Added: In 50-50% cases, the families must decide which family will claim the child or children as family members and dependents. Only one family may claim the child or children as dependents. The dependent allowance may not be shared.	3	6
2	Absences from subsidized unit cannot exceed 60 days or will be terminated. Reasonable Accommodation allowed for absences exceeding 60 days but no greater than 180 days. (Increase faster turnaround and better utilization of vouchers)	Allowed extension requests for anyone if absence did not exceed 180 days.	Only allows extension beyond 60 day absence in cases of reasonable accommodation.	3	9
3	If family member incarcerated longer than 30 days must rescreen to add back. (Improved compliance with policies to enforce reporting of criminal activity.)	No Policy Existed	Added: Absent Due to Incarceration <u>HACC Policy</u> If any adult family member is incarcerated for a period of more than 30 consecutive calendar days, that person will no longer be considered a family member. The family must submit a document from the court or institution indicating the length of incarceration.	3	11
4	Clarifying language regarding definition of a live-in-aide. (Improved compliance with PIH Notices and EIV Requirements)	Implied requirements of PIH Notices and EIV not clearly stated in policy.	Added: 24 Hour/Full Time Care Requirement	3	12



## Changes to the Housing Choice Voucher Administrative Plan (Continued)

Item #	New Policy/Change	Current Policy/Requirement	New Policy/Requirement	Priority	Fiscal Year
5	Added Additional Low income Categories (Needed for any future Development).	No additional low income categories existed.	<b>Added:</b> HACC has established the following additional categories of eligible low-income families: <ul style="list-style-type: none"> <li>• A low income family that is displaced because of demolition or disposition of a public housing project;</li> <li>• A low income family that is residing in a multifamily rental housing project when HUD sells, forecloses or demolishes a project; and</li> <li>• A low income family that is residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term.</li> </ul>	3	14
6	Removed Fingerprinting Requirement	Required Fingerprinting for National Crime Information Center.	We use a National Criminal Background Screening service that does not require fingerprinting.	3	26
7	Updated Application process policy to allow for potential on-line applications. (Process Improvement)	No on-line process discussed	Modernization allowed if available.	4	2
8	New Preference for SHP Permanent Housing Graduates to be explored further with Clackamas County Social Services.	No Policy Existed	<b>Added:</b> A maximum of 8 dedicated vouchers per fiscal year (FY) (July 1st to June 30th) for families currently housed in a SHP Permanent Housing Project that are referred by a case manager because they are no longer needing the intensive case management of the program and are eligible to graduate the program. To qualify, the Permanent Housing Project must offer one-on-one case management for not less than 6 months following the family's exit from the program and offer not less than one year of assistance with housing related issues. Referrals must have completed a Rent Well or equivalent program, and meet the HACC screening criteria.	4	12

## Changes to the Housing Choice Voucher Administrative Plan (Continued)

10*	Initial Voucher term reduced to 60 days. (Faster turnaround and better usage of vouchers.) *One year pilot pending "Turn Back" study results.	Initial Voucher term was 120 days.	Initial voucher term will be 60 calendar days.	5	12
11*	Clarifying language for voucher extensions *One year pilot pending "Turn Back" study results.	No extensions allowed.	HACC will grant no more than one 30 day extension. HACC will not grant extensions on ports to other jurisdictions. For families moving to HACC's jurisdiction under portability, the voucher expiration date will be the same as the expiration date of the initial PHA's voucher. HACC will honor extensions granted by the initial PHA only.	5	13
12	Fixed Retirement Accounts will not require re-verification each year. (Process Improvement)	Required re-verification for all income even if it is flat or fixed.	When a company has verified that the monthly amount is a lifetime benefit, meaning that the pension will never increase, HACC will not require a re-verification each year.	6	23
13	Document copies can be provided by a client for verification, but originals are preferred. HACC will not return copies provided for verification. (Process Improvement)	Required originals for verification.	Any documents used for verification generally must be dated within 60 days of the date they are provided to HACC. Original documents are preferred. The documents must not be damaged, altered or in any way illegible. Documents received by HACC will not be returned and will be kept as part of the client file; therefore, clients are responsible for copying any documents they wish to retain.	7	2
14	Staff time involved to obtain the verification is considered when determining unreasonable cost. (Process Improvement allows for more self certification which takes less time than obtaining third party verifications)	No Policy Existed	Staff time involved to obtain the verification is considered when determining unreasonable cost.	7	8

## Changes to the Housing Choice Voucher Administrative Plan (Continued)

Item	Description	Current Policy	Proposed Policy	Priority	Funding
15	Participants can change banks without requiring them to provide proof of closing accounts. (Process Improvement)	HACC would require written verification of changes in bank accounts.	HACC will not require families to provide self certification for changes in bank accounts.	7	9
16	Self-Certification for failed Annual Inspections. (Process Improvement)	Physically had to drive and reinspect all failed inspection sites.	In cases when there are no more than four deficiencies, the PHA may accept, at its discretion, an owner's and tenant's certification that required repairs were made, if all deficiencies are minor items from the following list . . .	8	14
17	Direct Deposit requirement for all Landlords and PHAs (Process Improvement).	No such policy existed	HACC requires all landlords to sign up for direct deposit of all HAP payments or they must pick up checks at the Administrative Office located at 13930 S. Gain Street, Oregon City, OR 97045.	9	11
18	Policy that aligns with EIV requirements and improves debt collection by the PHA. (Process Improvement)	Requirement under EIV is that we never serve anyone that owes any PHA money.	HACC will deny a family permission to make an elective move if at any time they owe the PHA money. All debts to the PHA must be paid in full before a move is allowed.	10	6
19	Port Vouchers issue term is 60 days. (Faster turnaround and better utilization of voucher.)	Port Voucher issue term was 120 days.	Voucher issue term shall be 60 days.	10	10
20	Requires Direct Deposit for all PHAs	Allowed check or direct deposit.	Removes check option. (Process Improvement)	10	13
21	Receiving PHA Port Term honors Initial PHA voucher term and extensions.	PHA can extend a port voucher term.	PHA will not extend a port voucher term unless the initial PHA makes that determination.	10	17
22	Remove interim requirement for income increases greater than \$200 per month.	Interim required if income increase is greater than \$200 per month.	Process Improvement.	11	9

**Changes to the Housing Choice Voucher Administrative Plan (Continued)**

23	HACC will no longer use WSG Prorates provided by individual landlords for MFH complexes. (Process Improvement)	HACC will use the lesser of the prorated charge to the family or the utility allowance schedule	HACC will use the utility allowance schedule.	11	13
24	Zero HAP moves automatically terminate. Implied policy made clear.		If the family moves while at zero HAP their assistance terminates automatically as HACC will not enter into a new HAP contract if no (zero) assistance is needed.	12	1
25	Fraud Investigation Policy	No policy existed, but has been under practice.	At its discretion HACC, will inform and work with other agencies investigating participants being investigated for fraud or abuse involving federal funds including but not limited to working with the Department of Human Services and Child Protective Services.	14	4
26	Align Procurement Policy on Expenditures to Admin Plan Policy increased Board Approval needed from \$50,000 to \$150,000	Have to go to Board for any Admin Fee expenditure in excess of \$50,000	Have to go to Board for any Admin Fee expenditure in excess of \$150,000	16	4

## **2. Changes to Admissions and Continued Occupancy Policy for Public Housing (ACOP)**

### **OVERVIEW**

The ACOP is HACC's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review. The ACOP also contains policies that support the objectives contained in HACC's Agency Plan.

As the federal regulations are regularly changing HACC has chosen to subscribe to, follow and customize as necessary a nationally recognized ACOP model produced by Nan McKay & Associates for use by Housing Authorities in the production of individual public housing ACOP's. HACC will keep the public housing plan current by closely following proposed and adopted federal regulations and closely reviewing the regular updates published by Nan McKay & Associates.

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated HUD Annual Contributions Contract and all HUD-approved applications for program funding. HACC is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

### **CONTENTS OF THE POLICY**

Unlike the housing choice voucher program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in HACC's written policy. At a minimum, the ACOP plan should cover HACC policies on these subjects:

- The organization of the waiting list and how families are selected and offered available units, including any HACC admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening HACC waiting list (Chapters 4 and 5)
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 12)
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 3 and 5)
- Procedures for verifying the information the family has provided (Chapter 7)
- The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 4)
- Grievance procedures (Chapter 14)
- Policies concerning payment by a family to HACC of amounts the family owes HACC (Chapter 15 and 16)

- Interim redeterminations of family income and composition (Chapter 9)
- Policies regarding community service requirements; (Chapter 11)
- Policies and rules about safety and ownership of pets in public housing (Chapter 10).

## **NEW APPROACH TO POLICY DEVELOPMENT**

HUD has developed an approach to monitoring policy that emphasizes the importance of consistency. The ACOP supports that goal by clearly defining HACC policy for management and staff.

A primary focus of programs like HUD's Rental Integrity Monitoring (RIM) program has been consistency in how PHAs conduct their business and in how HUD monitors PHA activities. HUD has made it clear that consistency in PHA conduct is important. Referring to and following the ACOP is essential to maintaining consistency in applying PHA policy.

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects HACC to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies HACC has adopted. HACC's Admissions and Continued Occupancy Policy is the document that contains and clarifies HACC policy. HUD's direction adds additional emphasis to the need for a clearly written and comprehensive ACOP to guide staff in the clear and consistent application of policy.

HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. Therefore, following HUD guidance in the preparation of HACC policy, even though it is not mandatory, provides HACC with a "safe harbor." If HACC adopts its own optional policy, it must make its own determination that such policy is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than that suggested by HUD, but HACC should carefully think through those decisions and be able to articulate how their policy is consistent with federal laws, regulations and mandatory policy.

## **UPDATING AND REVISING THE POLICY**

HACC will review and revise this ACOP at least once a year to comply with changes in HUD regulations. The original policy and any changes must be approved by the board of commissioners of HACC, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This policy update is a complete rewrite and reorganization of the information presented in the current ACOP. It provides updated information with references to source documents. HACC Staff has carefully reviewed the information presented in the revised ACOP and have worked to make assure that aside from updating the policies and regulations per HUD requirements no other substantive changes have been made aside from the following:

- Removes the crime rating system that previously assigned a point value to criminal convictions of applicants for housing. The point system was used to deny housing. As HACC has consistently overturned denials in informal hearings we have chosen to list the type of applicant past performance along with consideration of mitigating factors at the initial applicant screening. This should substantially reduce the number of informal hearings leading to a smoother application experience.
- Revises the interim review policy to change current practice that allows an interim change in rent due to a decrease in resident income or an increase in resident allowances or deductions become effective at the first of the following month after which a resident requests the interim review. The revised policy adds a date requirement that if the request comes in after the 20<sup>th</sup> of the month the effective date of the interim review will be the first of the month following the next month. This change is made to allow better control of the Property Managers work flow. Each month each Property Manager is required to complete annual reviews of approximately one-twelfth of their residents. Adding last minute interim review requests greatly increases the work flow at the end of the month. This policy change will assist in smoothing the month to month work flow.
- Adopts a guideline for tenant past due rent repayment agreements of a minimum payment of 10% per month subject to the residents' ability to reasonably meet such payment arrangements.
- Removes the Trespass Exclusion Policy from the ACOP and makes it a HACC standalone policy. This policy does not govern the applicant/resident relationship of the ACOP and applies on a broader basis than that covered by the ACOP.

## ATTACHMENT B

### Housing Needs Tables and Statement of Housing Needs

#### Statement of Housing Needs

HACC works with Clackamas County Community Development in determining county-wide housing needs based on data collected every year for the Consolidated Plan. The highest level of Housing Need has been identified for residents of the county living at below 30 % AMI, or Extremely Low Income. Residents in this income category have a high need for affordability and supply of housing.

Oregon Housing and Community Services identifies the Extremely Low Income as being the most rent burdened of any other income group in Clackamas County. From 2005-2009, OHCS founds that 80%, or 13,160 of Clackamas County households living in the lowest income group were rent burdened.

HACC currently provides the majority of its housing to those living with Extremely Low Incomes. 80% of HACC's Public Housing and 83 % of its Voucher tenants fall into this income category.

The other two high priority groups identified in Clackamas County's Consolidated Plan are the elderly and people with disabilities. 19% of HACC's Public Housing and 21% of HACC's Voucher tenants are Elderly. People with disabilities make up 47% of Public Housing tenants and 46% of Voucher tenants. HACC's Hillside Manor public housing property is specifically targeted for the Elderly and people with Disabilities.

In addition to meeting Clackamas County housing needs, HACC meets statewide housing delivery goals as defined by Oregon Housing and Community Services by providing housing for the following high priority special needs groups: Chronically Mentally Ill, Developmentally Disabled, Victims of Domestic Violence, Elderly, Farmworkers, HIV/AIDS, and Physically Disabled. HACC achieves this through its Voucher Preferences (Victims of Domestic Violence and Homeless), and through its special needs and affordable housing portfolio.

In FY 2012 HACC will continue to provide housing to these high need population groups through its Public Housing and Voucher programs. HACC will also continue to work closely with its community partners including Clackamas County Community Development, Social Services, and Behavioral Health to identify and respond to the housing needs of those most vulnerable in the community.



**TABLE 1**  
**Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing**

<b>Housing Choice Voucher Waiting List</b>	<b># of Families</b>	<b>% of Total Families</b>
Waiting List Total	5265	
Extremely Low Income <= 30% of AMI	4672	89%
Income >30% but <=50% of AMI	575	11%
Income >50% but <80% of AMI	18	0.3%
Elderly	636	12%
Families with Disabilities	1679	32%
White (non-hispanic)	4354	83%
Black (non-hispanic)	539	10%
Hispanic (all races)	313	6%
Native American (non-hispanic)	138	3%
Asian/Pacific Islanders (non-hispanic)	116	2%
<b>Public Housing Waiting List</b>		
Waiting List Total	1645	
Extremely Low Income <= 30% of AMI	1472	89%
Income >30% but <=50% of AMI	157	10%
Income >50% but <80% of AMI	19	1%
Elderly	161	10%
Families with Disabilities	471	29%
White (non-hispanic)	1354	82%
Black (non-hispanic)	177	11%
Hispanic (all races)	106	6%
Native American (non-hispanic)	45	3%
Asian/Pacific Islanders (non-hispanic)	40	2%
<b>Characteristics by Bedroom Size (Public Housing Only)</b>		
1 BR	415	
2 BR	433	
3 BR	312	
4 BR	55	

**TABLE 2**  
**Housing Needs of Families Below 80% Area Median Income**  
**Clackamas County**  
*Reflects 2010 American Community Survey Census data unless otherwise noted.*

Family Type*	Overall	Afford-ability Need	Supply Need	Quality Need	Access-ibility Need	Size Need	Location Need
Income <= 30% of AMI	10,373	5	5	4	2	3	5
Income >30% but <=50% of AMI	6,704	4	4	3	2	3	5
Income >50% but <80% of AMI	12,239	3	3	2	2	2	4
Elderly**	14,621	4	2	2	3	2	4
Families with Disabilities- Total Population***	14,258	4	4	3	5	3	4
White (non-hispanic)	24,408	4	4	3	2	3	4
Black (non-hispanic)	350	4	4	3	2	3	4
Hispanic (all races)	2579	4	4	3	2	3	4
Native American (non-hispanic)	328	4	4	3	2	3	4
Asian/Pacific Islanders (non-hispanic)	737	4	4	3	2	3	4

\* The Clackamas County average family size of 3 was used to for baseline AMI data.

\*\* Elderly is defined as 65 years and over.

\*\*\* Disability Status Reflects American Community Survey 2009 Data

## ATTACHMENT C

### **Statement of Deconcentration, and Other Policies that Govern Eligibility, Selection and Admissions.**

#### **Statement of Deconcentration**

HACC will undertake the following efforts in FY 2012 to affirmatively further fair housing and deconcentration:

- Consider using Small Area Rents and seek necessary waivers from HUD.
- Partner with PHA's in the region( Vancouver, Portland and Washington County) on the Mobility Counseling Regional Pilot Project
- Use "Opportunity Areas Maps" during orientation sessions to educate tenants about options for accessing resources such as employment, education, health care and transportation.
- Identify and reach out to specific land lords and properties in "small area rent" communities; fostering higher levels of voucher acceptance.
- Sponsoring Fair Housing Workshops, with target outreach in areas where vouchers show lower levels of acceptance.

#### **Policies that Govern Eligibility, Selections and Admissions**

HACC's policies for Eligibility, Selections and Admissions are governed by the Housing Choice Voucher Administrative Plan for the Voucher program, and by the Admissions and Continued Occupancy Policy (ACOP) for the Public Housing program. Copies of these policies are available by request, and can be accessed on HACC's website at [www.clackamas.us/hacc](http://www.clackamas.us/hacc).

## ATTACHMENT D

### Violence Against Women Act (VAWA) of 2005 Required Statement

**Statement of the goals, objectives, policies, or programs that will enable the housing authority to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking as required by the Violence Against Women Act of 2005.**

- (a) Please list any activities, services or programs provided or offered by an agency either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking:**

Northwest Housing Alternatives, Annie Ross House and Clackamas Women's Services Evergreen and Haven House are shelters within Clackamas County, which provide assistance to homeless families with children and victims of domestic violence. These shelters provide support and self-sufficiency training and guidance. The Annie Ross House and Clackamas Women's Services directly provide referrals for victims of domestic violence to the Housing Authority's Janssen Transitional Housing Program. The Janssen Transitional Housing Program is an apartment complex with eight, two bedroom units available to single parent homeless families. The Program is run in collaboration with Clackamas County Social Services and includes case management, limited financial assistance and other supportive services to promote self-sufficiency and end homelessness.

Oregon Department of Human Services (DHS) provides a domestic violence grant of up to \$1,200 to help a domestic violence victim with children move to a safe location. This can include moving expenses, move-in fees and deposits and rent. Additionally, DHS provides a domestic violence prevention module for its clients. The Housing Authority has a working relationship with Clackamas Women's Services (CWS). Currently CWS provides all referrals to our Janssen Program.

Oregon Revised Statutes offer protection to tenants who are victims of domestic violence. As a landlord, the Housing Authority is aware of these statutes and has been careful not to proceed with lease enforcement when the evictable causes fall under the protections of these statutes.

- (b) Please list any activities, services or programs provided or offered by the Housing Authority that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing:**

As stated in response (a) above: The Housing Authority owns the Janssen Apartment complex used as a Transitional Housing Program for that is available for and used by victims of Domestic Violence.

The Housing Authority served Notice to all residents in Public Housing and Section 8 summarizing the VAWA protections early in 2007. The Notice is included in the Housing Authority's Orientation packages to ensure all new applicants are aware of the VAWA protections.

The Housing Authority's Housing Choice Voucher Administrative Plan currently gives a preference on the waiting list to victims of domestic violence.

For residents of Public Housing, the Housing Authority's Admissions and Occupancy Policy allows victims to transfer to other Public Housing units for health and safety reason which must be verified in the form of a physician's statement, a statement by law enforcement officials, court documents, or by a responsible social service agency representative.

The Housing Authority staff work closely with Section 8 and Public Housing families and often counsels families that are victims of domestic violence and provides social services and mental health referrals.

- (c) Please list any activities, services, or programs provided or offered by the public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families:**

The Housing Authority has established a Trespass Exclusion Policy that covers all properties owned or managed by the Housing Authority. This policy allows the Housing Authority to legally enforce and exclude non-residents who pose a threat to the peaceful living.

**Annual Statement/ Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor(CFP/CFPRHF) Part I: Summary**

PHA Name: **Housing Authority of Clackamas County** Grant Type and Number: **OR16P00150108** Federal FY of Grant: **2008**  
 Capital Fund Program Grant No: **OR16P00150108** Replacement Housing Factor Grant No: \_\_\_\_\_

Original Annual Statement  Reserve for Disasters/Emergencies  Revised Annual Statement/Revision Number **4**  
 Performance and Evaluation Report for Program Year Ending: **12/31/11**  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost		
		Original	Revised	Obligated	Expended		
1	Total Non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00		
2	1406 Operations	\$192,132.00	\$192,132.00	\$192,132.00	\$192,132.00		
3	1408 Management Improvements -- Soft Costs	\$4,100.00	\$4,543.30	\$4,543.30	\$4,543.30		
4	1408 Management Improvements -- Hard Costs	\$82,150.00	\$82,849.45	\$78,134.94	\$78,134.94		
5	1410 Administration	\$152,736.00	\$151,593.25	\$151,593.25	\$145,936.08		
6	1411 Audit						
7	1415 Liquidated Damages						
8	1430 Fees and Costs	\$97,350.00	\$27,580.00	\$22,790.30	\$22,790.30		
9	1440 Site Acquisition						
10	1450 Site Improvement	\$121,000.00	\$90,314.30	\$90,314.30	\$90,314.30		
11	1460 Dwelling Structures	\$323,400.00	\$381,788.47	\$381,788.47	\$381,788.47		
12	1465.1 Dwelling Equipment - Nonexpendable	\$3,000.00	\$4,389.00	\$4,389.00	\$4,389.00		
13	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00		
14	1475 Nondwelling Equipment	\$21,500.00	\$42,554.23	\$42,554.23	\$42,554.23		
15	1485 Demolition						
16	1490 Replacement Reserve						
17							
18	1495.1 Relocation Costs	\$1,000.00	\$20,624.00	\$20,624.00	\$11,386.05		
19	1499 Development Activities	\$200,000.00	\$200,000.00	\$200,000.00	\$195,899.40		
20	1502 Contingency (may not exceed 8% of line 21)	\$6.00	\$0.00	\$0.00	\$0.00		
21	Amount of Annual Grant (Sum of lines 2-20)	\$1,198,368.00	\$1,198,368.00	\$1,188,863.79	\$1,169,868.07		
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00		
23	Amount of line 21 Related to Section 504 Compliance						
24	Amount of line 21 Related to Security -- Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00		
25	Amount of line 21 Related to Security -- Hard Costs						
26	Amount of line 21 Related to Energy Conservation Measures						

Signature of Executive Director and Date: *Jill Anderson 3/22/12*  
 Signature of Public Housing Director/Office of Native American Programs Administrator and Date: \_\_\_\_\_

1/ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
 2/ To be completed for the Performance and Evaluation Report.

**Annual Statement/ Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor(CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No	Quantity	Total Estimated Cost			Total Actual Cost		Federal FY of Grant:	Status of Work
				Original	Revised	Funds Obligated	Funds Expended			
Housing Authority of Clackamas County										
Grant Type and Number Capital Fund Program Grant No: OR16P00150108										
Replacement Housing Factor Grant No:										
2008										
PHA-wide Operations	1. Operations	1406	1	\$192,132.00	\$192,132.00	\$192,132.00	\$192,132.00	COMPLETE		
	SUB-TOTAL									
Mgmt. Improve.	1. STAFF: High Rise Service Coordinator Salary & Benefits	1408	100%	\$43,000.00	\$45,897.25	\$45,897.25	\$45,897.25	COMPLETE		
	2. STAFF: Asset/Redevelopment Manager: Salary & Benefits	1408	5%	\$4,000.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	3. STAFF: Youth Service Coordinator Salary & Benefits	1408	1	\$34,100.00	\$36,952.20	\$32,237.69	\$32,237.69	ONGOING		
	4. STAFF: Crime Prevention Specialist Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	5. TRAINING: Staff Training Improvement	1408	1	\$500.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	6. Travel for Resident Services Specialist(s)	1408	1	\$50.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$4,100.00	\$4,543.30	\$4,543.30	\$4,543.30	COMPLETE		
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$500.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	SUB-TOTAL									
PHA-wide Admin.	1. Cap. Admin (COCC) Salary & Benefits	1408		\$86,250.00	\$87,392.75	\$82,678.24	\$82,678.24	COMPLETE		
	a. Capital Improvement Coordinator Salary & Benefits	1410	100%	\$39,836.00	\$39,836.00	\$39,836.00	\$39,836.00	COMPLETE		
	2. CFP Construction Specialist Salary & Benefits - A&E Design Work	1410	100%	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	COMPLETE		
	3. Advertising	1410	85%	\$32,900.00	\$31,757.25	\$31,757.25	\$26,100.08	ONGOING	In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii)	
	4. Travel (Mileage, Parking, etc.)	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	5. Legal Expenses	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE		
	SUB-TOTAL									
				\$152,736.00	\$151,593.25	\$151,593.25	\$145,936.08	COMPLETE		

**Annual Statement/ Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor(CFP/CFPRHF)**

**Part II: Supporting Pages**

PHA Name:		Housing Authority of Chickasaw County		Grant Type and Number		Capital Fund Program Grant No:		OR16P00150108		Federal FY of Grant:		2008	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No	Quantity	Total Estimated Cost			Total Actual Cost			Status of Work			
				Original	Revised	Funds Obligated	Funds Expended						
<b>PHA-wide Operations</b>	1. Operations	1406	1	\$192,132.00	\$192,132.00	\$192,132.00	\$192,132.00	\$192,132.00	\$192,132.00	COMPLETE			
	<b>SUB-TOTAL</b>												
	1. STAFF: High Rise Service Coordinator Salary & Benefits	1408	100%	\$43,000.00	\$45,897.25	\$45,897.25	\$45,897.25	\$45,897.25	\$45,897.25	COMPLETE			
	2. STAFF: Asset/Redevelopment Manager: Salary & Benefits	1408	5%	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
	3. STAFF: Youth Service Coordinator Salary & Benefits	1408	1	\$34,100.00	\$36,952.20	\$36,952.20	\$32,237.69	\$32,237.69	\$32,237.69	ONGOING			
<b>Mgmt. Improve.</b>	4. STAFF: Crime Prevention Specialist Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
	5. TRAINING: Staff Training Improvement	1408	1	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
	6. Travel for Resident Services Specialist(s)	1408	1	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$4,100.00	\$4,543.30	\$4,543.30	\$4,543.30	\$4,543.30	\$4,543.30	COMPLETE			
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
<b>SUB-TOTAL</b>													
<b>PHA-wide Admin.</b>	1. Cap. Admin (COCC) Salary & Benefits	1410	100%	\$39,836.00	\$39,836.00	\$39,836.00	\$39,836.00	\$39,836.00	\$39,836.00	COMPLETE			
	2. CFF Construction Specialist Salary & Benefits - A&E Design Work	1410	100%	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	COMPLETE			
	3. Advertising	1410	85%	\$32,900.00	\$31,757.25	\$31,757.25	\$31,757.25	\$31,757.25	\$31,757.25	ONGOING			
	4. Travel (Mileage, Parking, etc.)	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
	5. Legal Expenses	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	COMPLETE			
<b>SUB-TOTAL</b>													
				\$152,736.00	\$151,593.25	\$151,593.25	\$145,936.08	\$145,936.08					



AMP 3 - DEV 003 - Hillside Park (100 units)	1. DWELLING STRUCTURES a. Replace Windows	1460 1460	2	\$5,000.00 \$5,000.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	COMPLETE COMPLETE
AMP 4 - DEV 004 - OCVM (100 units)	1. DWELLING STRUCTURES a. Replace Windows b. Remove/Replace ACM Floors	1460 1460 1460	2 20	\$5,000.00 \$25,000.00 \$30,000.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	COMPLETE COMPLETE COMPLETE
AMP 5 - DEV 005 - Hillside Manor (100 units)	1. DWELLING STRUCTURES a. Paint Building	1460 1460	1	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	COMPLETE COMPLETE
AMP 2 - DEV 007 Scattered Sites	1. SITEWORK a. Full Site Renovation - Unit 7028 DEV #007 1450 SUB TOTAL 1. DWELLING STRUCTURES a. Full Dwelling Renovation - Unit 7028 DEV #007 1460 SUB TOTAL DEV #007 TOTAL	1450 1450 1450 1460 1460	1 1 1 1	\$15,000.00 \$15,000.00 \$40,000.00 \$40,000.00 \$55,000.00	\$18,500.00 \$18,500.00 \$134,730.00 \$134,730.00 \$153,230.00	\$18,500.00 \$18,500.00 \$134,730.00 \$134,730.00 \$153,230.00	\$18,500.00 \$18,500.00 \$134,730.00 \$134,730.00 \$153,230.00	COMPLETE COMPLETE COMPLETE COMPLETE COMPLETE
AMP 2 - DEV 010 Scattered Sites	1. SITEWORK a. Full Site Renovation - Unit 10021 DEV #010 1450 SUB TOTAL 1. DWELLING STRUCTURES a. Full Dwelling Renovation - Unit 10021 DEV #010 1460 SUB TOTAL DEV #010 TOTAL	1450 1450 1450 1460 1460	1 1 1 1	\$15,000.00 \$15,000.00 \$40,000.00 \$40,000.00 \$55,000.00	\$1,875.00 \$1,875.00 \$134,730.00 \$134,730.00 \$153,230.00	\$1,875.00 \$1,875.00 \$134,730.00 \$134,730.00 \$153,230.00	\$1,875.00 \$1,875.00 \$134,730.00 \$134,730.00 \$153,230.00	COMPLETE COMPLETE COMPLETE COMPLETE COMPLETE
AMP 2 - DEV 012 Scattered Sites	1. SITEWORK a. Full Site Renovation - Unit 12011 DEV #012 1450 SUB TOTAL 1. DWELLING STRUCTURES a. Full Dwelling Renovation - Unit 12011 DEV #012 1460 SUB TOTAL DEV #012 TOTAL	1450 1450 1450 1460 1460	1 1 1 1	\$15,000.00 \$15,000.00 \$40,000.00 \$40,000.00 \$55,000.00	\$14,000.00 \$14,000.00 \$131,499.00 \$131,499.00 \$145,499.00	\$14,000.00 \$14,000.00 \$131,499.00 \$131,499.00 \$145,499.00	\$14,000.00 \$14,000.00 \$131,499.00 \$131,499.00 \$145,499.00	COMPLETE COMPLETE COMPLETE COMPLETE COMPLETE

AMP 2 - DEV 019 Scattered Sites														
I. SITWORK				1450										
a. Full Site Renovation - Unit 19017				1450	1	\$15,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00			COMPLETE	
DEV #019 1450 SUB TOTAL				1450		\$15,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00			COMPLETE	
I. DWELLING STRUCTURES				1460										
a. Full Dwelling Renovation - Unit 19017				1460	1	\$40,900.00	\$106,400.00	\$106,400.00	\$106,400.00	\$106,400.00			COMPLETE	
DEV #019 1460 SUB TOTAL				1460		\$40,900.00	\$106,400.00	\$106,400.00	\$106,400.00	\$106,400.00			COMPLETE	
DEV #019 TOTAL						\$55,900.00	\$123,900.00	\$123,900.00	\$123,900.00	\$123,900.00				
AMP 2 - DEV 020 Scattered Sites														
I. SITWORK				1450										
a. Full Site Renovation - Unit 20006				1450	1	\$15,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00			COMPLETE	
DEV #020 1450 SUB TOTAL				1450		\$15,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00			COMPLETE	
I. DWELLING STRUCTURES				1460										
a. Install new windows & siding - #20006				1460	1	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00			COMPLETE	
DEV #020 1460 SUB TOTAL				1460		\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00			COMPLETE	
DEV #020 TOTAL						\$22,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00				
AMP 2 - DEV 021 Scattered Sites														
I. SITWORK				1450										
a. Full Site Renovation - Unit 21009				1450	1	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00			COMPLETE	
DEV #021 TOTAL						\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00			COMPLETE	
Development				1499										
Project manager				1499	1/2	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00			COMPLETE	
Project planner				1499	1	\$36,549.00	\$36,549.00	\$36,549.00	\$36,549.00	\$36,549.00			COMPLETE	
Admin Assistant				1499	1	\$23,451.00	\$23,451.00	\$23,451.00	\$23,451.00	\$23,451.00			COMPLETE	
Development total				1499		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$195,899.40			
GRAND TOTAL						\$1,198,368.00	\$1,198,368.00	\$1,198,368.00	\$1,198,368.00	\$1,198,368.00	\$1,169,868.07			

**Annual Statement / Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor(CFP/CFPRHF)  
Part III: Implementation Schedule**

Development Number Name/HA- Wide Activities	Housing Authority of Chickasaw County		Grant Type and Number Capital Fund Program Grant No: ORI6P00150108 Replacement Housing Factor Grant No:		Federal FY of Grant 2008		Reasons for Revised Target Dates
	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)				
	Original	Revised	Actual	Original	Revised	Actual	
PHA- Wide Mgmt. Improvements	6/30/2009			6/30/2011			
PHA- Wide Admin. Costs	6/30/2009			6/30/2011			
PHA- Wide Site Improvements	6/30/2009			6/30/2011			
PHA- Wide Dwelling Improvements	6/30/2009			6/30/2011			
PHA- Wide Dwelling Equipment	6/30/2009			6/30/2011			
PHA- Wide Non- Dwelling Equipment	6/30/2009			6/30/2011			
PHA- Wide Relocation	6/30/2009			6/30/2011			
Heights	6/30/2009			6/30/2011			
003 - Hillside park	6/30/2009			6/30/2011			
004 - OCVM	6/30/2009			6/30/2011			
005 - Hillside Manor	6/30/2009			6/30/2011			
007 - Scattered Site	6/30/2009			6/30/2011			
010 - Scattered Site	6/30/2009			6/30/2011			
012 - Scattered Site	6/30/2009			6/30/2011			
019 - Scattered Site	6/30/2009			6/30/2011			
020 - Scattered Site	6/30/2009			6/30/2011			
021 - Scattered Site	6/30/2009			6/30/2011			

Signature of Executive Director & Date: *Hell Anderson 3/22/12*  
Signature of Public Housing Director/Office of Native American Programs Administrator & Date:

1/ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
2/ To be completed for the Performance and Evaluation Report.

Part I: Summary		Grant Type and Number	Replacement Housing Factor Grant No.	FFY of Grant: 2009	
PHA Name:		Capital Fund Program Grant No: ORI6P00150109		FFY of Grant Approval:	
Housing Authority of Clackamas County		Date of CFFP:			
Type of Grant		[ X ] Revised Annual Statement (revision no: 3 )			
[ ] Original Annual Statement		[ ] Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost:	
		Original	Revised:	Obligated	Expended
1	Total Non-CFFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20)	\$ 193,118.00	\$ 193,118.00	\$ 193,118.00	\$ 193,118.00
3	1408 Management Improvements	\$ 88,500.00	\$ 88,500.00	\$ 74,294.00	\$ 56,553.64
4	1410 Administration (may not exceed 10% of line 20)	\$ 152,700.00	\$ 152,700.00	\$ 152,700.00	\$ 119,450.00
5	1411 Audit	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 22,350.00	\$ 22,350.00	\$ 160.00	\$ 160.00
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 75,000.00	\$ 6,486.34	\$ -	\$ -
10	1460 Dwelling Structures	\$ 355,302.90	\$ 423,816.56	\$ 401,037.04	\$ 401,037.04
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 45,500.00	\$ 45,500.00	\$ 44,924.55	\$ 44,924.55
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ 16,042.10	\$ 28,042.10	\$ 23,717.46	\$ 11,717.46
17	1499 Development Activities*	\$ 240,000.00	\$ 240,000.00	\$ 239,968.02	\$ 217,278.88
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 1,194,513.00	\$ 1,206,513.00	\$ 1,135,919.07	\$ 1,050,239.57
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security - Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security - Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -

1 To be completed for the Performance and Evaluation Report.  
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
 3 PHA's with under 250 units in management may use 100% of CFFP Grants for operations.  
 4 RHP funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>							
PHA Name: Housing Authority of Clackamas County	Grant Type and Number Capital Fund Program Grant No: OR16P0150109 Date of CFFP:						
	Replacement Housing Factor Grant No: FFY of Grant Approval:						
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report							
Line Summary by Development Account	<table border="1"> <tr> <td>Total Estimated Cost</td> <td>Revised</td> <td>Total Actual Cost</td> </tr> <tr> <td>Original</td> <td>Obligated</td> <td>Expended</td> </tr> </table>	Total Estimated Cost	Revised	Total Actual Cost	Original	Obligated	Expended
Total Estimated Cost	Revised	Total Actual Cost					
Original	Obligated	Expended					
Signature of Executive Director <i>Jill Anderson</i>	Signature of Public Housing Director						
Date 3/22/12	Date						

<b>Part II: Supporting Pages</b>		<b>Grant Type and Number</b>		<b>CFR (Yes/No)</b>		<b>Federal FY of Grant:</b>		
PBA Name: Housing Authority of Clackamas County		Capital Fund Program Grant No: <b>OR16P00150109</b>		CFR (Yes/No)		2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
<b>AMP-wide Operations</b>	1. Operations	1406	1	\$193,118.00	\$193,118.00	\$193,118.00	\$193,118.00	COMPLETE
	<b>SUB-TOTAL</b>	1406		\$193,118.00	\$193,118.00	\$193,118.00	\$193,118.00	
<b>AMP-wide Mgmt. Improve.</b>	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$43,000.00	\$43,000.00	\$43,000.00	\$25,259.64	ONGOING
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$6,250.00	\$6,250.00	\$0.00	\$0.00	ONGOING
	3. STAFF: Youth Services Salary & Benefits	1408	1	\$34,100.00	\$34,100.00	\$31,294.00	\$31,294.00	COMPLETE
	4. STAFF: Crime Prevention Specialist Salary & Benefits	1408	1	\$4,000.00	\$4,000.00	\$0.00	\$0.00	ONGOING
	5. TRAINING: Staff Training Improvement	1408	1	\$500.00	\$500.00	\$0.00	\$0.00	ONGOING
	6. Travel for Resident Services Specialist(s)	1408	1	\$50.00	\$50.00	\$0.00	\$0.00	ONGOING
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$100.00	\$100.00	\$0.00	\$0.00	ONGOING
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$500.00	\$500.00	\$0.00	\$0.00	ONGOING
	<b>SUB-TOTAL</b>	1408		\$88,500.00	\$88,500.00	\$74,294.00	\$56,553.64	ONGOING

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150109 Replacement Housing Factor Grant No:			CFPP (Yes/No.)		Federal FY of Grant: 2009	
Development Number/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost	Total Actual Cost	Status of Work		
				Original	Revised 1	Funds Obligated 2	Funds Expended 3	
<b>AMP-wide Admin.</b>	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$119,450.00	\$119,450.00	\$119,450.00	\$119,450.00	<b>COMPLETE</b>
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$33,250.00	\$33,250.00	\$33,250.00	\$0.00	<b>ONGOING - In-house A&amp;E work exempted from 10% max Admin costs per - 968.112</b>
	<b>SUB-TOTAL</b>	<b>1410</b>		<b>\$152,700.00</b>	<b>\$152,700.00</b>	<b>\$152,700.00</b>	<b>\$119,450.00</b>	<b>ONGOING</b>
<b>Audit</b>	1. Financial Audit	1411	100%	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	<b>COMPLETE</b>
	<b>SUB-TOTAL</b>	<b>1411</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>COMPLETE</b>
<b>AMP-wide Fees &amp; Costs</b>	1. Architectural, Engineering, Consulting Services	1430	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	<b>ONGOING</b>
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	<b>ONGOING</b>
	3. Printing RFPs, Bid documents, other project related expenses	1430	50	\$350.00	\$350.00	\$160.00	\$160.00	<b>ONGOING</b>
	<b>SUB-TOTAL</b>	<b>1430</b>		<b>\$22,350.00</b>	<b>\$22,350.00</b>	<b>\$160.00</b>	<b>\$160.00</b>	<b>ONGOING</b>
<b>AMP-wide Site Improve.</b>	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$45,000.00	\$0.00	\$0.00	\$0.00	<b>COMPLETE - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases</b>
	<b>SUB-TOTAL</b>	<b>1450</b>		<b>\$45,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>COMPLETE - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases</b>
<b>AMP-wide Dwelling Improve.</b>	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$46,229.80	\$30,223.15	\$30,223.15	\$30,223.15	<b>ONGOING - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases</b>
	<b>SUB-TOTAL</b>	<b>1460</b>		<b>\$46,229.80</b>	<b>\$30,223.15</b>	<b>\$30,223.15</b>	<b>\$30,223.15</b>	<b>ONGOING - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases</b>
<b>AMP-wide Dwelling Equipment</b>	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00	<b>N/A</b>
	<b>SUB-TOTAL</b>	<b>1465</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>
<b>PHA-wide Non-Dwelling Equipment</b>	1. TOOLS: Power Equipment	1475	0	\$0.00	\$0.00	\$0.00	\$0.00	<b>N/A</b>
	2. Computer/Equipment	1475	2	\$7,500.00	\$7,500.00	\$6,924.55	\$6,924.55	<b>ONGOING</b>
	3. Maintenance Vehicles/Equip	1475	1	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	<b>COMPLETE</b>
	<b>SUB-TOTAL</b>	<b>1475</b>		<b>\$45,500.00</b>	<b>\$45,500.00</b>	<b>\$44,924.55</b>	<b>\$44,924.55</b>	<b>COMPLETE</b>

**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: <b>OR16P00150109</b>		Federal FY of Grant: <b>2009</b>	
Development Number Name/HA-Wide Activities		Replacement Housing Factor Grant No: Development Qty		CFPP (Yes/No):	
General Description of Major Work Categories		Total Estimated Cost		Total Actual Cost	
Account No.		Original		Revised <sup>1</sup>	
		Funds Obligated <sup>2</sup>		Funds Expended <sup>2</sup>	
		Status of Work			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual statement

<sup>2</sup> To be completed for the Performance and Evaluation Report



**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150109 Replacement Housing Factor Grant No:		CFPP (Yes/No)		Federal FY of Grant: 2009		
Development Number Name/HIA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 2	
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	4	\$16,042.10	\$28,042.10	\$23,717.46	\$11,717.46	ONGOING
	<b>SUB-TOTAL</b>	1495		\$16,042.10	\$28,042.10	\$23,717.46	\$11,717.46	
PHA-wide Contingency	1. Contingency	1502		\$0.00	\$0.00	\$0.00	\$0.00	N/A
	<b>SUB-TOTAL</b>	1502		\$0.00	\$0.00	\$0.00	\$0.00	
Asset Management Properties (AMP)								
AMP 1 - DEV 001 - Clackamas Heights (100 units)	1. DWELLING STRUCTURES a. Replace Porches	1460	5	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	<b>DEV #001 TOTAL</b>	1460		\$0.00	\$0.00	\$0.00	\$0.00	
AMP 3 - DEV 003 - Hillside Park (100 units)	1. DWELLING STRUCTURES a. Replace Windows	1460	2	\$4,573.10	\$22,380.13	\$16,523.58	\$16,523.58	New Work Item/ONGOING
	<b>DEV #003 TOTAL</b>	1460		\$4,573.10	\$22,380.13	\$16,523.58	\$16,523.58	
AMP 4 - DEV 004 - OCV (100 units)	1. DWELLING STRUCTURES a. Replace Windows b. Remove/Replace ACM floors	1460	20	\$0.00	\$11,816.07	\$0.00	\$2,393.10	N/A
	<b>DEV #004 TOTAL</b>	1460		\$25,000.00	\$11,816.07	\$2,393.10	\$2,393.10	ONGOING
AMP 5 - DEV 005 - Hillside Manor (100 units)	1. DWELLING STRUCTURES a. Replace Roof	1460	1	\$100,000.00	\$241,194.00	\$241,194.00	\$241,194.00	COMPLETE
	<b>DEV #005 1400 SUB TOTAL</b>	1460		\$100,000.00	\$241,194.00	\$241,194.00	\$241,194.00	
	<b>DEV #005 TOTAL</b>			\$100,000.00	\$241,194.00	\$241,194.00	\$241,194.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150109		CFPP (Yes/No)		Federal FY of Grant: 2009											
Development Number Name/HA-Wide Activities		General Description of Major Work Categories		Development Account No.		Qty		Total Estimated Cost		Total Actual Cost		Status of Work					
								Original		Revised 1		Funds Obligated 2		Funds Expended 3			
<b>AMP 2 - DEV 007 Scattered Sites</b>		<b>I. SITEWORK</b>		1450													
		a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1450		1		\$5,000.00		\$0.00		\$0.00		\$0.00		COMPLETE	
		<b>DEV #007 1450 SUB TOTAL</b>		1450				<b>\$5,000.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>			
		<b>I. DWELLING STRUCTURES</b>		1460													
		a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1460		1		\$25,000.00		\$24,905.86		\$24,905.86		\$24,905.86		ONGOING	
		b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1460		1		\$1,500.00		\$1,500.00		\$0.00		\$0.00		ONGOING	
		<b>DEV #007 1460 SUB TOTAL</b>		1460				<b>\$26,500.00</b>		<b>\$26,405.86</b>		<b>\$24,905.86</b>		<b>\$24,905.86</b>			
		<b>DEV #007 TOTAL</b>						<b>\$31,500.00</b>		<b>\$26,405.86</b>		<b>\$24,905.86</b>		<b>\$24,905.86</b>			
<b>AMP 2 - DEV 010 Scattered Sites</b>		<b>I. SITEWORK</b>		1450													
		a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1450		1		\$5,000.00		\$0.00		\$0.00		\$0.00		COMPLETE	
		<b>DEV #010 1450 SUB TOTAL</b>		1450				<b>\$5,000.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>			
		<b>I. DWELLING STRUCTURES</b>		1460													
		a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1460		1		\$25,000.00		\$6,236.50		\$6,236.50		\$6,236.50		COMPLETE	
		b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1460		1		\$1,500.00		\$1,500.00		\$0.00		\$0.00		ONGOING	
		<b>DEV #010 1460 SUB TOTAL</b>		1460				<b>\$26,500.00</b>		<b>\$7,736.50</b>		<b>\$6,236.50</b>		<b>\$6,236.50</b>			
		<b>DEV #010 TOTAL</b>						<b>\$31,500.00</b>		<b>\$7,736.50</b>		<b>\$6,236.50</b>		<b>\$6,236.50</b>			

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No. OR16P001501.09 Replacement Housing Factor Grant No.			CFPP (Yes/No.)		Federal FY of Grant: 2009	
Development Number/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost	Funds Obligated :	Total Actual Cost	Status of Work	
		Original	Revised :		Funds Expended :			
<b>AMP 2 - DEV 012 Scattered Sites</b>								
	<b>I. SITEWORK</b>							
	a. Site Renovation (conc. drive, walkway, landscape, site drainages, etc.)		1	\$10,000.00	\$0.00	\$0.00	<b>COMPLETE</b>	
	<b>DEV #012 1450 SUB TOTAL</b>	<b>\$10,000.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		
	<b>I. DWELLING STRUCTURES</b>							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1	\$50,000.00	\$2,769.15	\$2,769.15	<b>COMPLETE</b>	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1	\$1,500.00	\$1,500.00	\$0.00	<b>ONGOING</b>	
	<b>DEV #012 1460 SUB TOTAL</b>	<b>\$1,500.00</b>		<b>\$4,269.15</b>		<b>\$2,769.15</b>		
	<b>DEV #012 TOTAL</b>	<b>\$61,500.00</b>		<b>\$4,269.15</b>		<b>\$2,769.15</b>		
<b>AMP 2 - DEV 019 Scattered Sites</b>								
	<b>I. SITEWORK</b>							
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1	\$5,000.00	\$1,486.34	\$0.00	<b>ONGOING</b>	
	<b>DEV #019 1450 SUB TOTAL</b>	<b>\$5,000.00</b>		<b>\$1,486.34</b>		<b>\$0.00</b>		
	<b>I. DWELLING STRUCTURES</b>							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1	\$25,000.00	\$11,313.40	\$11,313.40	<b>COMPLETE</b>	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1	\$1,500.00	\$1,500.00	\$0.00	<b>ONGOING</b>	
	<b>DEV #019 1460 SUB TOTAL</b>	<b>\$26,500.00</b>		<b>\$12,813.40</b>		<b>\$11,313.40</b>		
	<b>DEV #019 TOTAL</b>	<b>\$31,500.00</b>		<b>\$14,299.74</b>		<b>\$11,313.40</b>		

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PIIA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No. OR16P00150109 Replacement Housing Factor Grant No. CFFP (Yes/No)			Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Total Estimated Cost		Total Actual Cost		
			Original	Revised 1	Funds Obligated 2	Funds Expended 2	
Status of Work							
AMP 2 - DEV 020 Scattered Sites	I. SITework	1450					
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	\$5,000.00	\$5,000.00	\$0.00	ONGOING	
	DEV #020 1450 SUB TOTAL	1450	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES	1460					
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	\$47,000.00	\$65,478.30	\$65,478.30	COMPLETE	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	\$1,500.00	\$1,500.00	\$0.00	ONGOING	
	DEV #020 1460 SUB TOTAL	1460	\$48,500.00	\$66,978.30	\$65,478.30		
	DEV #020 TOTAL		\$53,500.00	\$71,978.30	\$65,478.30		
<b>DEVELOPMENT</b>							
AMP 1 - Dev 01 Clackamas Heights	Executive Director salary and benefits	1499	\$23,905.47	\$23,905.47	\$23,905.47	COMPLETE	
	Project Manager salary and benefits	1499	\$23,809.05	\$23,809.05	\$23,809.05	ONGOING	
	Project Manager salary and benefits	1499	\$14,437.05	\$14,437.05	\$14,437.05	ONGOING	
	Admin assistant/Intern salary and benefit	1499	\$2,833.13	\$2,833.13	\$2,833.13	COMPLETE	
	Development Consultant Services	1499	\$48,274.63	\$48,274.63	\$41,148.37	ONGOING	
	Master Plan & Design Services	1499	\$79,754.00	\$79,754.00	\$79,754.00	COMPLETE	
	Relocation Costs and Services	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	CFFP - Debt Services	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	Dev #01 1499 SUB TOTAL		\$193,013.33	\$193,013.33	\$192,981.35	\$170,292.21	
AMP 2 - Dev 007-021 Scattered Sites	Executive Director salary and benefits	1499	\$23,766.91	\$23,766.91	\$23,766.91	COMPLETE	
	Project Manager salary and benefits	1499	\$13,382.72	\$13,382.72	\$13,382.72	COMPLETE	
	Project Manager salary and benefits	1499	\$9,837.04	\$9,837.04	\$9,837.04	COMPLETE	
	Admin assistant/Intern salary and benefit	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	Appraisal Services	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	Site Acquisition Expenditures	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	Relocation Costs and Services	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	Development Consultant Services	1499	\$0.00	\$0.00	\$0.00	COMPLETE	
	DEV #007-021 1499 SUB TOTAL		\$46,986.67	\$46,986.67	\$46,986.67	\$46,986.67	
	DEVELOPMENT TOTAL		\$240,000.00	\$240,000.00	\$239,968.02	\$217,278.88	
GRAND TOTAL		\$1,194,513.00	\$1,206,513.00	\$1,135,919.07	\$1,050,239.57		

**Part II: Supporting Pages**

<b>PHA Name:</b> Housing Authority of Clackamas County		<b>Grant Type and Number</b> Capital Fund Program Grant No: OR16P00150109 Replacement Housing Factor Grant No:		CFFP (Yes/No)	Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised	Funds Obligated	Funds Expended

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226

Expires 4/30/2011

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: Housing Authority of Clackamas County	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Federal FY of Grant: 2009 Reasons for Revised Target Dates :
	Original	Actual	Original	Actual	
	Development Number Name/HIA-Wide Activities				
PHA-Wide Operations	6/30/2011		6/30/2013		
PHA-Wide Mgmt. Improvements	6/30/2011		6/30/2013		
PHA-Wide Admn. Costs	6/30/2011		6/30/2013		
PHA-Wide Site Improvements	6/30/2011		6/30/2013		
PHA-Wide Dwelling Improvements	6/30/2011		6/30/2013		
PHA-Wide Dwelling Equipment	6/30/2011		6/30/2013		
PHA-Wide Non- Dwelling Equipment	6/30/2011		6/30/2013		
PHA-Wide Relocation	6/30/2011		6/30/2013		
PHA-Wide Contingency	6/30/2011		6/30/2013		
Heights	6/30/2011		6/30/2013		
003 - Hillside park	6/30/2011		6/30/2013		
004 - OCVM	6/30/2011		6/30/2013		
005 - Hillside Manor	6/30/2011		6/30/2013		
007 - Scattered Site	6/30/2011		6/30/2013		
010 - Scattered Site	6/30/2011		6/30/2013		
012 - Scattered Site	6/30/2011		6/30/2013		
019 - Scattered Site	6/30/2011		6/30/2013		
020 - Scattered Site	6/30/2011		6/30/2013		
Development	6/30/2011		6/30/2013		

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

**Part I: Summary**

PHA Name: Housing Authority of Clackamas County  
 Grant Type and Number: Capital Fund Program Grant No: ORI6P00150110  
 Replacement Housing Factor Grant No:  
 Date of CFPP:

Line	Type of Grant [ ] Original Annual Statement [ X ] Revised Annual Statement (revision no: 2 ) [ ] Performance and Evaluation Report for Period Ending: 12/31/10 [ ] Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost	
		Original	Revised <sup>1</sup>	Obligated	Expended
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20) <sup>2</sup>	\$ 236,000.00	\$ 236,000.00	\$ 236,000.00	\$ 236,000.00
3	1408 Management Improvements	\$ 169,516.00	\$ 169,516.00	\$ 90,000.00	\$ 78,346.61
4	1410 Administration (may not exceed 10% of line 20)	\$ 152,875.00	\$ 152,875.00	\$ 118,300.00	\$ 118,300.00
5	1411 Audit	\$ 6,250.00	\$ 6,250.00	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 9,850.00	\$ 9,850.00	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 52,500.00	\$ 52,500.00	\$ -	\$ -
10	1460 Dwelling Structures	\$ 347,329.00	\$ 347,329.00	\$ 93,471.14	\$ 93,471.14
11	1465.1 Dwelling Equipment - Nonexpendable	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
12	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 33,000.00	\$ 33,000.00	\$ 30,895.76	\$ 29,247.76
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ -	\$ -	\$ -	\$ -
17	1499 Development Activities <sup>4</sup>	\$ 126,000.00	\$ 126,000.00	\$ 13,034.20	\$ 13,034.20
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 1,183,320.00	\$ 1,183,320.00	\$ 581,701.10	\$ 568,399.71
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ -	\$ -	\$ -	\$ -

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHA's with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

<b>Part I: Summary</b>	
PHA Name: Housing Authority of Clackamas County	Grant Type and Number Capital Fund Program Grant No: OR16F00150110 Replacement Housing Factor Grant No: Date of CFFP:
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report	FFY of Grant FFY of Grant Approval:
Line Summary by Development Account	Total Estimated Cost
Signature of Executive Director <i>Fred Anderson</i>	Revised: Signature of Public Housing Director
Date 3/22/12	Original
	Total Actual Cost
	Obligated
	Expended
	Date



Part II: Supporting Pages		Grant Type and Number	CFPP (Yes/No)		Federal FY of Grant:		
PHA Name:		Capital Fund Program Grant No.:	CFPP (Yes/No)		2010		
Housing Authority of Clackamas County		Replacement Housing Factor Grant No.:	CFPP (Yes/No)		Status of Work		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost	Total Actual Cost		
				Original	Revised 1	Funds Obligated 2	Funds Expended 3
AMP-wide Operations	1. Operations	1406	1	\$236,000.00	\$236,000.00	\$236,000.00	\$236,000.00
	<b>SUB-TOTAL</b>	1406		\$236,000.00	\$236,000.00	\$236,000.00	\$236,000.00
AMP-wide Mgmt. Improve.	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$33,258.00	\$33,258.00	\$0.00	\$0.00
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$90,000.00	\$90,000.00	\$90,000.00	\$78,346.61
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$33,258.00	\$33,258.00	\$0.00	\$0.00
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$12,500.00	\$12,500.00	\$0.00	\$0.00
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$500.00	\$500.00	\$0.00	\$0.00
	<b>SUB-TOTAL</b>	1408		\$169,516.00	\$169,516.00	\$90,000.00	\$78,346.61

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement  
 2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name:  
Housing Authority of Clackamas County

Grant Type and Number  
Capital Fund Program Grant No: **OR16FP00150110**  
Replacement Housing Factor Grant No:

CFPP (Yes/No)

Federal FY of Grant:  
**2010**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated 2	Funds Expended 3	
AMP-wide Admin.	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$118,300.00	\$118,300.00	\$118,300.00	\$118,300.00	COMPLETE
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$34,575.00	\$34,575.00	\$0.00	\$0.00	In-house A&E work exempted from 10% max. Admin costs per - 968.112 (b) (2) (ii)
	<b>SUB-TOTAL</b>	<b>1410</b>		<b>\$152,875.00</b>	<b>\$152,875.00</b>	<b>\$118,300.00</b>	<b>\$118,300.00</b>	<b>ONGOING</b>
Audit	1. Financial Audit	1411	100%	\$6,250.00	\$6,250.00	\$0.00	\$0.00	ONGOING
	<b>SUB-TOTAL</b>	<b>1411</b>		<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
AMP-wide Fees & Costs	1. Architectural, Engineering, Consulting Services	1430	1	\$7,500.00	\$7,500.00	\$0.00	\$0.00	ONGOING
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	ONGOING
	3. Printing RFP's, Bid documents, other project related expenses	1430	50	\$350.00	\$350.00	\$0.00	\$0.00	ONGOING
<b>SUB-TOTAL</b>	<b>1430</b>		<b>\$9,850.00</b>	<b>\$9,850.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>ONGOING</b>	
AMP-wide Site Improve.	1. PHA-Wide Site work, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$22,500.00	\$22,500.00	\$0.00	\$0.00	ONGOING CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
<b>SUB-TOTAL</b>	<b>1450</b>		<b>\$22,500.00</b>	<b>\$22,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>ONGOING</b>	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$67,329.00	\$53,633.06	\$14,551.70	\$14,551.70	ONGOING CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	<b>SUB-TOTAL</b>	<b>1460</b>		<b>\$67,329.00</b>	<b>\$53,633.06</b>	<b>\$14,551.70</b>	<b>\$14,551.70</b>	<b>ONGOING</b>
	Operations Office / AMP 1 Comm Center	1470						5 YEAR PLAN YEAR # 2 & 3 / ONGOING
AMP 1 - Non Dwelling Structures	Improvements (Flooring, HVAC, Windows, Siding, Plumbing, Cabinets, etc.)	1470	1	\$50,000.00	\$50,000.00	\$0.00	\$0.00	ONGOING
	<b>SUB-TOTAL</b>	<b>1470</b>		<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>ONGOING</b>
	1. Computers & Equipment	1475	2	\$5,000.00	\$2,102.00	\$0.00	\$0.00	ONGOING
2. Maintenance Vehicles & Equip	1475	1	\$20,000.00	\$23,375.00	\$23,375.00	\$21,727.00	ONGOING	
3. Copier	1475	1	\$8,000.00	\$7,523.00	\$7,520.76	\$7,520.76	ONGOING	
<b>SUB-TOTAL</b>	<b>1475</b>		<b>\$33,000.00</b>	<b>\$33,000.00</b>	<b>\$30,895.76</b>	<b>\$29,247.76</b>	<b>ONGOING</b>	
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	4	\$126,000.00	\$126,000.00	\$13,034.20	\$13,034.20	ONGOING
	<b>SUB-TOTAL</b>	<b>1495</b>		<b>\$126,000.00</b>	<b>\$126,000.00</b>	<b>\$13,034.20</b>	<b>\$13,034.20</b>	<b>ONGOING</b>

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement

2. To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

Development Number/HA-Wide Activities	General Description of Major Work Categories	Development Account No	Qty	Total Estimated Cost		Total Actual Cost		Federal FY of Grant: 2010	Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>3</sup>		
<b>AMP 4 - Oregon</b>									
<b>Asset Management Properties (AMP)</b>									
Site Renovation (conc. drive, sidewalks, 504 ramps, site drainage, etc.)									
City View Manor		1450	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 2 / ONGOING
	DEV #004 TOTAL	1450		\$20,000.00	\$20,000.00	\$0.00	\$0.00		
<b>AMP 2 - DEV</b>									
<b>007 Scattered Sites</b>									
I. SITEWORK									
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 3 / ONGOING
	DEV #007 1450 SUB TOTAL	1450		\$2,500.00	\$2,500.00	\$0.00	\$0.00		
I. DWELLING STRUCTURES									
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$60,000.00	\$6,543.17	\$6,543.17		ONGOING
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 2 / ONGOING
	DEV #007 1460 SUB TOTAL	1460		\$70,000.00	\$70,000.00	\$6,543.17	\$6,543.17		
	DEV #007 TOTAL			\$72,500.00	\$72,500.00	\$6,543.17	\$6,543.17		
<b>AMP 2 - DEV</b>									
<b>010 Scattered Sites</b>									
I. DWELLING STRUCTURES									
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$5,304.00	\$5,024.00	\$5,024.00		NEW WORK ITEM. ONGOING
	DEV #010 1460 SUB TOTAL	1460		\$0.00	\$5,304.00	\$5,024.00	\$5,024.00		
	DEV #010 TOTAL			\$0.00	\$5,304.00	\$5,024.00	\$5,024.00		
<b>AMP 2 - DEV</b>									
<b>012 Scattered Sites</b>									
I. SITEWORK									
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 3 / ONGOING
	DEV #012 1450 SUB TOTAL	1450		\$2,500.00	\$2,500.00	\$0.00	\$0.00		
I. DWELLING STRUCTURES									
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$60,000.00	\$32,602.89	\$32,602.89		ONGOING
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 2 / ONGOING
	DEV #012 1460 SUB TOTAL	1460		\$70,000.00	\$70,000.00	\$32,602.89	\$32,602.89		
	DEV #012 TOTAL			\$72,500.00	\$72,500.00	\$32,602.89	\$32,602.89		
<b>AMP 2 - DEV</b>									
<b>019 Scattered Sites</b>									
I. SITEWORK									
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00		5 YEAR PLAN YEAR # 3 / ONGOING
	DEV #019 1450 SUB TOTAL	1450		\$2,500.00	\$2,500.00	\$0.00	\$0.00		
I. DWELLING STRUCTURES									
		1460							

**Part II: Supporting Pages**

FHA Name: Housing Authority of Clackamas County

Grant Type and Number  
Capital Fund Program Grant No. **OR16P00150110**  
Replacement Housing Factor Grant No.

Federal FY of Grant: **2010**

CFPP (Y=or/No)

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost			Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended		
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$60,000.00	\$6,938.72	\$6,938.72	5 YEAR PLAN YEAR # 2 / ONGOING	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00	5 YEAR PLAN YEAR # 2 / ONGOING	
	<b>DEV #019 1460 SUB TOTAL</b>	1460		\$70,000.00	\$70,000.00	\$6,938.72	\$6,938.72		
	<b>DEV #019 TOTAL</b>			\$72,500.00	\$72,500.00	\$6,938.72	\$6,938.72		

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Funds Expended	Status of Work
				Original	Revised		
AMP 2 - DEV 020 Scattered Sites	1. SITEWORK	1450					
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$2,500.00	\$0.00	5 YEAR PLAN YEAR # 3 / ONGOING
	DEV #020 1450 SUB TOTAL	1450		\$2,500.00	\$2,500.00	\$0.00	
	1. DWELLING STRUCTURES	1460					
AMP 2 - DEV 021 Scattered	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$60,000.00	\$19,438.72	5 YEAR PLAN YEAR # 3 / ONGOING
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$10,000.00	\$10,000.00	\$0.00	
	DEV #020 1460 SUB TOTAL	1460		\$70,000.00	\$70,000.00	\$19,438.72	
	DEV #020 TOTAL			\$72,500.00	\$72,500.00	\$19,438.72	
AMP 1 - Dev 01 Clackamas Heights	1. DWELLING STRUCTURES	1460					
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$8,371.94	\$8,371.94	NEW WORK ITEM / ONGOING
	DEV #021 1460 SUB TOTAL	1460		\$0.00	\$8,371.94	\$8,371.94	
	DEV #021 TOTAL			\$0.00	\$8,371.94	\$8,371.94	
AMP 2 - Dev 007-021 Scattered Sites	Executive Director salary and benefits	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Project Manager salary and benefits	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Outreach Specialist salary & benefits	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Admin assistant/Intern salary and benefit	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
AMP 2 - Dev 007-021 Scattered Sites	Development Consultant Services	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Relocation Costs and Services	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	CFFP Debt Services	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Dev #03 1499 SUB TOTAL	1499		\$0.00	\$0.00	\$0.00	COMPLETE
AMP 2 - Dev 007-021 Scattered Sites	Executive Director salary and benefits	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Project Manager salary and benefits	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Admin assistant/Intern salary and benefit	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	Appraisal Services	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
AMP 2 - Dev 007-021 Scattered Sites	Site Acquisition Expenditures	1499		\$0.00	\$0.00	\$0.00	COMPLETE
	Relocation Costs and Services	1499		\$0.00	\$0.00	\$0.00	COMPLETE
	Development Consultant Services	1499	1	\$0.00	\$0.00	\$0.00	COMPLETE
	DEV #007-021 1499 SUB TOTAL	1499		\$0.00	\$0.00	\$0.00	COMPLETE
DEVELOPMENT TOTAL			\$0.00	\$0.00	\$0.00		
GRAND TOTAL			\$1,183,320.00	\$1,183,320.00	\$568,399.71		

**Part II: Supporting Pages**

PHA Name:  
Housing Authority of Clackamas County

Grant Type and Number  
Capital Fund Program Grant No: OR16F00150110  
Replacement Housing Facility Grant No:

CFFP (Yes/No):

Federal FY of Grant:  
2010

Development Number/HA-Wide Activities	General Description of Major Work Categories	Development Account No	Qty	Total Estimated Cost		Total Actual Cost	Status of Work
				Original	Revised		
						Funds Obligated	Funds Expended

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: Housing Authority of Clackamas County	Federal FY of Grant:		Reasons for Revised Target Dates	
	2009			
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)	
	Original	Actual	Original	Actual
PHA-Wide Operations	6/30/2012		6/30/2014	
PHA-Wide Mgmt. Improvements	6/30/2012		6/30/2014	
PHA-Wide Admin. Costs	6/30/2012		6/30/2014	
PHA-Wide Site Improvements	6/30/2012		6/30/2014	
PHA-Wide Dwelling Improvements	6/30/2012		6/30/2014	
PHA-Wide Dwelling Equipment	6/30/2012		6/30/2014	
PHA-Wide Non- Dwelling Equipment	6/30/2012		6/30/2014	
PHA-Wide Relocation	6/30/2012		6/30/2014	
PHA-Wide Contingency	6/30/2012		6/30/2014	
Heights	6/30/2012		6/30/2014	
003 - Hillside park	6/30/2012		6/30/2014	
004 - OCVM	6/30/2012		6/30/2014	
005 - Hillside Manor	6/30/2012		6/30/2014	
007 - Scattered Site	6/30/2012		6/30/2014	
010 - Scattered Site	6/30/2012		6/30/2014	
012 - Scattered Site	6/30/2012		6/30/2014	
019 - Scattered Site	6/30/2012		6/30/2014	
020 - Scattered Site	6/30/2012		6/30/2014	
Development	6/30/2012		6/30/2014	

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9) of the U.S. Housing act of 1937, as amended.

<b>Part I: Summary</b>		Grant Type and Number Capital Fund Program Grant No: <b>OR16P00150111</b>	Replacement Housing Factor Grant No:	FFY of Grant: <b>2011</b>	
PHA Name: Housing Authority of Clackamas County		Date of CFFP:			
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: <b>12/31/11</b>		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 01) <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost:	
		Original	Revised:	Obligated	Expended
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20)	\$ 196,000.00	\$ -	\$ 196,000.00	\$ -
3	1408 Management Improvements	\$ 170,680.00	\$ -	\$ 66,005.92	\$ 11,348.85
4	1410 Administration (may not exceed 10% of line 20)	\$ 133,950.00	\$ -	\$ 98,000.00	\$ 98,000.00
5	1411 Audit	\$ 6,500.00	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 25,350.00	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 10,000.00	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ 245,000.00	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ 20,000.00	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 25,712.00	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ 150,000.00	\$ -	\$ -	\$ -
17	1499 Development Activities <sup>1</sup>	\$ -	\$ -	\$ -	\$ -
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 983,192.00	\$ -	\$ 360,005.92	\$ 109,348.85
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ -	\$ -	\$ -	\$ -

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>	
PHA Name: Housing Authority of Clackamas County	Grant Type and Number Capital Fund Program Grant No: <b>OR16P00150111</b> Date of CFFP:
	Replacement Housing Factor Grant No: <b>FFY of Grant: FFY of Grant Approval:</b>
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report	
Line Summary by Development Account	Total Estimated Cost
Signature of Executive Director <i>Jill Anderson</i>	Revised: <i>3/22/12</i>
Date <i>3/22/12</i>	Signature of Public Housing Director
	Total Actual Cost:
	Obligated
	Expended
	Date

Part II: Supporting Pages									
PHA Name: Housing Authority of Chockamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150111			CFPP (Yes/No)		Federal FY of Grants: 2011		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
AMP-wide Operations	1. Operations	1406	1	\$196,000.00	\$0.00	\$196,000.00	\$0.00	ONGOING	
	<b>SUB-TOTAL</b>	1406		<b>\$196,000.00</b>	<b>\$0.00</b>	<b>\$196,000.00</b>	<b>\$0.00</b>		
AMP-wide Mgmt. Improve.	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$34,422.00	\$0.00	\$0.00	\$0.00	ONGOING	
	2. STAFF: Asst Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00	ONGOING	
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$90,000.00	\$0.00	\$66,005.92	\$11,348.85	ONGOING	
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$33,258.00	\$0.00	\$0.00	\$0.00	ONGOING	
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	ONGOING	
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	ONGOING	
	7. Software Operating Systems & Office Software - Soft Costs	1408	1	\$12,500.00	\$0.00	\$0.00	\$0.00	ONGOING	
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$500.00	\$0.00	\$0.00	\$0.00	ONGOING	
<b>SUB-TOTAL</b>	1408		<b>\$170,680.00</b>	<b>\$0.00</b>	<b>\$66,005.92</b>	<b>\$11,348.85</b>			
AMP-wide Admin.	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$98,000.00	\$0.00	\$98,000.00	\$98,000.00	ONGOING	
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$35,950.00	\$0.00	\$0.00	\$0.00	ONGOING In-house A&E work exempted from 10% max Admin costs per - 568.112 (a) (2) (ii)	
Audit	<b>SUB-TOTAL</b>	1410		<b>\$133,950.00</b>	<b>\$0.00</b>	<b>\$98,000.00</b>	<b>\$98,000.00</b>		
	1. Financial Audit	1411	100%	\$6,500.00	\$0.00	\$0.00	\$0.00	ONGOING	
<b>SUB-TOTAL</b>	1411		<b>\$6,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
AMP-wide Fees & Costs	1. Architectural Engineering, Consulting Services	1430	1	\$17,500.00	\$0.00	\$0.00	\$0.00	ONGOING	
	2. Asbestos/Mold Testing/Remediation: Dev: 001 - 021	1430	1	\$7,500.00	\$0.00	\$0.00	\$0.00	ONGOING	
	3. Printing RFPs, Bid documents, other project related expenses	1430	50	\$350.00	\$0.00	\$0.00	\$0.00	ONGOING	
<b>SUB-TOTAL</b>	1430		<b>\$25,350.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			

1: To be completed for the Performance and Evaluation Report or a Revised Annual statement  
2: To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150111 Replacement Housing Faucor Grant No:		CFPP (Yrs/Nbs)		Federal FY of Grant: 2011		
Development Number/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost	Revised	Funds Obligated	Funds Expended	Status of Work
AMP-wide Site Improve.	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$0.00	\$0.00	\$0.00	\$0.00	accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	<b>SUB-TOTAL</b>	1450		\$0.00		\$0.00	\$0.00	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$0.00	\$0.00	\$0.00	\$0.00	N/A CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	<b>SUB-TOTAL</b>	1460		\$0.00		\$0.00	\$0.00	
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	<b>SUB-TOTAL</b>	1465		\$0.00		\$0.00	\$0.00	
AMP-4 Non Dwelling Structures	Community Center Dwelling	1470						
	a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470	1	\$20,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
<b>SUB-TOTAL</b>		1470		\$20,000.00		\$0.00	\$0.00	
PHA-wide Non-Dwelling Equipment	1. Computers & Equipment	1475	2	\$5,000.00	\$0.00	\$0.00	\$0.00	ONGOING
	2. Maintenance Vehicles & Equip	1475	1	\$20,712.00	\$0.00	\$0.00	\$0.00	ONGOING
PHA-wide Relocation Costs	3. Copier	1475	1	\$0.00	\$0.00	\$0.00	\$0.00	ONGOING
	<b>SUB-TOTAL</b>	1475		\$25,712.00		\$0.00	\$0.00	
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	25	\$150,000.00	\$0.00	\$0.00	\$0.00	ONGOING
	<b>SUB-TOTAL</b>	1495		\$150,000.00		\$0.00	\$0.00	
AMP 2 - DEV 097 Scattered Sites	Asset Management Properties (AMP)							
	1. SITEWORK	1450						
AMP 2 - DEV 097 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	<b>DEV #007 1450 SUB TOTAL</b>	1450		\$2,500.00		\$0.00	\$0.00	
AMP 2 - DEV 097 Scattered Sites	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 2 & 3
AMP 2 - DEV 097 Scattered Sites	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$7,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 2 & 3
	<b>DEV #007 1460 SUB TOTAL</b>	1460		\$67,500.00		\$0.00	\$0.00	
<b>DEV #007 TOTAL</b>				\$70,000.00		\$0.00	\$0.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Grant Type and Number (Capital Fund Program Grant No: OR16P00150111 Replacement Housing Factor Grant No: )		CFPP (Year/No)		Federal FY of Grant:		Status of Work
		Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	DEV #010 1450 SUB TOTAL	1450		\$2,500.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	DEV #010 1460 SUB TOTAL	1460		\$55,000.00	\$0.00	\$0.00	\$0.00	
	DEV #010 TOTAL			\$57,500.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 012 Scattered	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	DEV #012 1450 SUB TOTAL	1450		\$2,500.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$60,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 2 & 3
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$7,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 2 & 3
	DEV #012 1460 SUB TOTAL	1460		\$67,500.00	\$0.00	\$0.00	\$0.00	
DEV #012 TOTAL			\$70,000.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 019 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	DEV #019 1450 SUB TOTAL	1450		\$2,500.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$50,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	5 Year Plan Year # 3 & 4
	DEV #019 1460 SUB TOTAL	1460		\$55,000.00	\$0.00	\$0.00	\$0.00	
	DEV #019 TOTAL			\$57,500.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL			\$983,192.00	\$0.00	\$109,348.85	\$160,005.92		

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement  
2. To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: Housing Authority of Clackamas County Development Number Name/HIA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Federal FY of Grant:  2011  Reasons for Revised Target Dates
	Original	Actual	Original	Actual	
PHA-Wide Operations	7/30/13		7/30/2015		
PHA-Wide Mgmt. Improvements	7/30/13		7/30/2015		
PHA-Wide Admin.	7/30/13		7/30/2015		
Costs	7/30/13		7/30/2015		
PHA-Wide Site Improvements	7/30/13		7/30/2015		
PHA-Wide Dwelling Improvements	7/30/13		7/30/2015		
PHA-Wide Dwelling Equipment	7/30/13		7/30/2015		
PHA-Wide Non- Dwelling Equipment	7/30/13		7/30/2015		
PHA-Wide Relocation	7/30/13		7/30/2015		
PHA-Wide Contingency	7/30/13		7/30/2015		
Heights	7/30/13		7/30/2015		
003 - Hillside park	7/30/13		7/30/2015		
004 - OCVM	7/30/13		7/30/2015		
005 - Hillside Manor	7/30/13		7/30/2015		
007 - Scattered Site	7/30/13		7/30/2015		
010 - Scattered Site	7/30/13		7/30/2015		
012 - Scattered Site	7/30/13		7/30/2015		
019 - Scattered Site	7/30/13		7/30/2015		
020 - Scattered Site	7/30/13		7/30/2015		
Development	7/30/13		7/30/2015		

1. Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

**Capital Fund Program - Five Year Action Plan**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 8/30/2011

<b>Part I: Summary</b>					
PHA Name/Number: Housing Authority of Clackamas Co.	Locality: Oregon City/Clackamas/Oregon	<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:		
Development Number and Name	Work Statement for year 1 FFY 2011	Work Statement of Year 2 FFY 2013	Work Statement of Year 3 FFY 2014	Work Statement of Year 4 FFY 2015	Work Statement of Year 5 FFY 2016
A					
001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002	\$ 272,872.00	\$ 286,563.00	\$ 264,287.00	\$ 275,842.00	\$ 275,842.00
003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
004	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B Physical Improvements Subtotal	\$ 295,372.00	\$ 256,563.00	\$ 264,287.00	\$ 275,842.00	\$ 275,842.00
C Management Improvements	\$ 135,460.00	\$ 177,714.00	\$ 183,375.00	\$ 190,150.00	\$ 190,150.00
AMP-Wide Non-dwelling Structures and					
D Equipment	\$58,000.00	\$70,500.00	\$58,000.00	\$58,000.00	\$38,000.00
E Administration	\$ 143,360.00	\$ 144,915.00	\$ 146,530.00	\$ 148,200.00	\$ 148,200.00
F Other	\$ 155,000.00	\$ 137,500.00	\$ 137,500.00	\$ 135,000.00	\$ 135,000.00
G Operations	\$ 196,000.00	\$ 196,000.00	\$ 196,000.00	\$ 196,000.00	\$ 196,000.00
H Demolition	\$ -	\$ -	\$ -	\$ -	\$ -
I Development	\$ -	\$ -	\$ -	\$ -	\$ -
J Capital Fund Financing Debt Service					
K Total CFP Funds	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00
L Total Non-CFP Funds					
M Grand Total	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00	\$ 983,192.00

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 8/30/2011

Part II: Supporting Pages - Physical Needs Work Statement(s)		Work Statement for Year: 2 FFY: 2013			Work Statement for Year: 3 FFY: 2014			Part II: Work Statement for Year 1 FFY
Development Name/Number	General Description of Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost	
AMP-1,2,4 Sitetework 1450	AMP-Wide Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD) AMP 1 AMP 2 AMP 4 Sub-Total AMP-Wide Sitework 1450	2 2 1	\$ 17,500.00 \$ 17,353.00 \$ 5,000.00	Dev 005 Hillside Manor AMP-5	Upgrade Entry System @ Hillside Manor AMP - 5 Sub Total	1	\$30,000.00 \$30,000.00	
AMP-1,2,4 Dwelling Structures 1460	AMP-Wide Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD) AMP 2 Sub-Total AMP-Wide Dwelling 1460	6	\$ 255,519.00 \$ 255,519.00	AMP-1,2,4 Dwelling Structures 1460	AMP-Wide Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD) AMP 2 Sub-Total AMP-Wide Sitework 1450	3	\$ 20,000.00 \$ 20,000.00	
AMP-2 Dwelling Equipment 1465	AMP-Wide Dwelling Equipment range/refrigerator Sub-Tot AMP-Wide Dwelling Equip 1465	5	\$ - \$ -	AMP-1,2,4 Dwelling Structures 1460	AMP-Wide Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (4 units TBD) AMP 2 Sub-Total AMP-Wide Dwelling 1460	4	\$ 236,563.00 \$ 236,563.00	
AMP-3,4,5 Non-Dwelling Structures 1470	New Playgrounds @ AMP 3, 4 & 5 Resident Storage Structures	1 5	\$30,000.00 \$5,000.00	AMP-2 Dwelling Equipment 1465	AMP-Wide Dwelling Equipment range/refrigerator Sub-Tot AMP-Wide Dwelling Equip 1465	5	\$ - \$ -	

Part II: Supporting Pages - Physical Needs Work Statement(s)		Work Statement for Year: 2 FFY: 2013			Work Statement for Year: 3 FFY: 2014			Part II: Work Statement for Year 1 FFY
Development Name/Number	General Description of Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost	
	Sub-Tot. AMP-Wide Non-Dwell Street 1470		\$35,000.00	AMP-3,4,5	New Playgrounds @ AMP 3, 4 & 5		\$30,000.00	
AMP-1,2,3	Computer Systems/Maint Equipment	3	\$3,000.00		Non-Dwelling Resident Storage		\$0.00	
Non-Dwelling	Maint Vehicle Truck/Van/Equip	1	\$20,000.00	1470	Sub-Tot. AMP-Wide Non-Dwell Struct 1470		\$30,000.00	
Equipment								
1475	Sub-Tot. AMP-Wide Non-Dwell Equip 1475		\$23,000.00	AMP-1,2,3	Computer Systems/Maint Equipment	5	\$7,500.00	
Development	Clackamas Heights AMP 1-1	1	\$0.00	Non-Dwelling	Maint Vehicle Truck/Van/Equip	1	\$25,000.00	
Activities	CFFP Debt Services			Equipment	Copier	1	\$8,000.00	
1499	Sub-Tot. Development Activities 1499		\$0.00	1475	Sub-Tot. AMP-Wide Non-Dwell Equip 1475		\$40,500.00	
AMP	A/E & Consulting	1	\$ 40,000.00	Development	Clackamas Heights AMP 1-1	1	\$ -	
Other	AMP-Wide Relocation Costs	20	\$ 100,000.00	Activities	CFFP Debt Services		\$ -	
	Asbestos Testing/Abatement	1	\$ 7,500.00	1499	Sub-Tot. Development Activities 1499		\$ -	
	Mold Testing/Remediation	2	\$ 7,500.00	AMP	A/E & Consulting	1	\$ 17,500.00	
	Contingency		\$ -	Other	AMP-Wide Relocation Costs	20	\$ 100,000.00	
	Sub-Total Other		\$ 155,000.00		Asbestos Testing/Abatement	5	\$ 10,000.00	
Operations	Operations	1	\$ 196,000.00		Mold Testing/Remediation	5	\$ 10,000.00	
1406	Sub-Total Operations		\$ 196,000.00		Contingency	1	\$ -	
	2013 Grand Total		\$ 704,372.00		Sub-Total Other		\$ 137,500.00	
				Operations	Operations	1	\$ 196,000.00	
				1406	Sub-Total Operations		\$ 196,000.00	
					2014 Grand Total		\$690,563.00	



**Supporting Pages - Physical Needs Work Statement(s)**

Work Statement for Year: 5 FFY: 2015			Work Statement for Year: 5 FFY: 2016				
Development Name/Number	Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost
AMP-1,2,4 Sitework 1450	AMP-Wide Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD) AMP 2	3	\$ 30,000.00	AMP-1,2,4 Sitework 1450	AMP-Wide Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD) AMP 2	3	\$ 30,000.00
	Sub-Total AMP-Wide Sitework 1450		\$ 30,000.00		Sub-Total AMP-Wide Sitework 1450		\$ 30,000.00
AMP-1,2,4 Dwelling Structures 1460	AMP-Wide Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD) AMP 2	4	\$ 234,287.00	AMP-1,2,4 Dwelling Structures 1460	AMP-Wide Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD) AMP 2	4	\$ 245,842.00
	Sub-Total AMP-Wide Dwelling 1460		\$ 234,287.00		Sub-Total AMP-Wide Dwelling 1460		\$ 245,842.00
AMP-2 Dwelling Equipment 1465	AMP-Wide Dwelling Equipment range/refrigerator	5	\$ -	AMP-2 Dwelling Equipment 1465	AMP-Wide Dwelling Equipment range/refrigerator	5	\$ -
	Sub-Tot AMP-Wide Dwelling Equip 1465		\$ -		Sub-Tot AMP-Wide Dwelling Equip 1465		\$ -
AMP-3,4,5 Non-Dwelling Structures 1470	New Playgrounds @ AMP 3, 4 & 5 Resident Storage	1 5	\$30,000.00 \$0.00	AMP-3,4,5 Non-Dwelling Structures 1470	New Playgrounds @ AMP 3, 4 & 5 Resident Storage	1 5	\$10,000.00 \$0.00
	Sub-Tot. AMP-Wide Non-Dwel Struct 1470		\$30,000.00		Sub-Tot. AMP-Wide Non-Dwel Struct 1470		\$10,000.00

Capital Fund Program - Five Year Action Plan

Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year: 5 FFY: 2015		Work Statement for Year: 5 FFY: 2016					
Development Name/Number	Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost
AMP-1.2.3 Non-Dwelling Equipment 1475	Computer Systems/Maint Equipment Maint Vehicle Truck/Van/Equip	2 1	\$3,000.00 \$25,000.00	AMP-1.2.3 Non-Dwelling Equipment 1475	Computer Systems/Maint Equipment Maint Vehicle Truck/Van/Equip	2 1	\$3,000.00 \$25,000.00
Sub-Tot. AMP-Wide Non-Dwell Equip 1475			\$28,000.00	Sub-Tot. AMP-Wide Non-Dwell Equip 1475			\$28,000.00
Development Activities 1499	Clackamas Heights AMP 1-1 CFPP Debt Services	1	\$ -	Development Activities 1499	Clackamas Heights AMP 1-1 CFPP Debt Services	1	\$ -
Sub-Tot. Development Activities 1499			\$ -	Sub-Tot. Development Activities 1499			\$ -
AMP Other	A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation Contingency	1 20 5 5 1	\$ 15,000.00 \$ 100,000.00 \$ 10,000.00 \$ 10,000.00 \$ -	AMP Other	A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation Contingency	1 20 5 5 1	\$ 15,000.00 \$ 100,000.00 \$ 10,000.00 \$ 10,000.00 \$ -
Sub-Total Other			\$ 135,000.00	Sub-Total Other			\$ 135,000.00
Operations 1406	Operations	1	\$ 196,000.00	Operations 1406	Operations	1	\$ 196,000.00
Sub-Total Operations			\$ 196,000.00	Sub-Total Operations			\$ 196,000.00
2015 Grand Total			\$ 653,287.00	2016 Grand Total			\$ 644,842.00

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 8/30/2011

Work Statement for Year 1 FFY	Work Statement for Year: 2 FFY: 2013		Work Statement for Year: 3 FFY: 2014			
	Development Name/Number	General Description of Major Work Categories	Estimated Cost	Development Name/Number	General Description of Major Work Categories	Estimated Cost
	<b>Management Improvements 1408</b>	Service Coordinator Asset Manager Youth Services Coord./Activities/Contracts Travel for Resident Service Specialist Computer Software (Soft Costs)	\$ 37,950.00 \$ - \$ 96,410.00 \$ 100.00 \$ 1,000.00	<b>Management Improvements 1408</b>	Service Coordinator Asset Manager Youth Services Coordinator Travel for Resident Service Specialist Computer Software (Soft Costs)	\$ 76,329.00 \$ - \$ 99,785.00 \$ 100.00 \$ 1,500.00
		<b>Sub-Total Management Improv. - 1408</b>	<b>\$ 135,460.00</b>		<b>Sub-Total Management Improv. - 1408</b>	<b>\$ 177,714.00</b>
	<b>Administration 1410</b>	Central Office Cost Center (COCC) Salary & Benefits CFP Capital Improvement Coordinator Salary & Benefits A&E Services	\$ 98,000.00 \$ 38,860.00	<b>Administration 1410</b>	Central Office Cost Center (COCC) Salary & Benefits CFP Capital Improvement Coordinator Salary & Benefits A&E Services	\$ 98,000.00 \$ 40,415.00
		<b>Sub-Total Administration - 1410</b>	<b>\$ 136,860.00</b>		<b>Sub-Total Administration - 1410</b>	<b>\$ 138,415.00</b>
	<b>Audit 1411</b>	Financial Audit	\$ 6,500.00	<b>Audit 1411</b>	Financial Audit	\$ 6,500.00
		<b>Sub-Total Administration - 1411</b>	<b>\$ 6,500.00</b>		<b>Sub-Total Administration - 1411</b>	<b>\$ 6,500.00</b>
		<b>2012 Grand Total</b>	<b>\$ 278,820.00</b>		<b>2013 Grand Total</b>	<b>\$ 322,629.00</b>

Capital Fund Program - Five Year Action Plan

**Part III: Supporting Pages - Management Needs Work Statement(s)**

Work Statement for Year 1 FFY	Work Statement for Year: 4 FFY: 2015			Work Statement for Year: 5 FFY: 2016		
	Development Name/Number	General Description of Major Work Categories	Estimated Cost	Development Name/Number	General Description of Major Work Categories	Estimated Cost
	<b>Management Improvements 1408</b>	Service Coordinator Asset Manager Youth Services Coordinator Travel for Resident Service Specialist Computer Software (Soft Costs) <b>Sub-Total Management Improv. - 1408</b>	\$ 79,000.00 \$ - \$ 103,275.00 \$ 100.00 \$ 1,000.00 \$ <b>183,375.00</b>	<b>Management Improvements 1408</b>	Service Coordinator Asset Manager Youth Services Coordinator Travel for Resident Service Specialist Computer Software (Soft Costs) <b>Sub-Total Management Improv. - 1408</b>	\$ 81,750.00 \$ - \$ 106,800.00 \$ 100.00 \$ 1,500.00 \$ <b>190,150.00</b>
	<b>Administration 1410</b>	Central Office Cost Center (COCC) Salary & Benefits CFP Capital Improvement Coordinator Salary & Benefits A&E Services <b>Sub-Total Administration - 1410</b>	\$ 98,000.00 \$ - \$ 42,030.00 \$ <b>140,030.00</b>	<b>Administration 1410</b>	Central Office Cost Center (COCC) Salary & Benefits CFP Capital Improvement Coordinator Salary & Benefits A&E Services <b>Sub-Total Administration - 1410</b>	\$ 98,000.00 \$ - \$ 43,700.00 \$ <b>141,700.00</b>
	<b>Audit 1411</b>	Financial Audit <b>Sub-Total Administration - 1411</b>	\$ 6,500.00 \$ <b>6,500.00</b>	<b>Audit 1411</b>	Financial Audit <b>Sub-Total Administration - 1411</b>	\$ 6,500.00 \$ <b>6,500.00</b>
		<b>2014 Grand Total</b>	\$ <b>329,905.00</b>		<b>2015 Grand Total</b>	\$ <b>338,350.00</b>

<b>Part I: Summary</b>		<b>Grant Type and Number</b>		<b>FFY of Grant: 2012</b>	
PHA Name: Housing Authority of Clackamas County		Capital Fund Program Grant No: OR16P00150112		Replacement Housing Factor Grant No:	
Date of CFFP:					
<b>Type of Grant</b>		<b>Revised Annual Statement (revision no: 01 )</b>		<b>Total Actual Cost</b>	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Revised Annual Statement			
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
<b>Line Summary by Development Account</b>		<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised:</b>	<b>Obligated</b>	<b>Expended</b>
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20)	\$ 178,500.00	\$ -	\$ -	\$ -
3	1408 Management Improvements	\$ 128,072.00	\$ -	\$ -	\$ -
4	1410 Administration (may not exceed 10% of line 20)	\$ 124,950.00	\$ -	\$ -	\$ -
5	1411 Audit	\$ 6,500.00	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 47,850.00	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 20,000.00	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ 301,750.00	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ 20,000.00	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 15,212.00	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ 50,000.00	\$ -	\$ -	\$ -
17	1499 Development Activities	\$ -	\$ -	\$ -	\$ -
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 892,834.00	\$ -	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ 62,500.00	\$ -	\$ -	\$ -

1 To be completed for the Performance and Evaluation Report.  
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
3 PHA's with under 250 units in management may use 100% of CFP Grants for operations.  
4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 8/30/2011

<b>Part I: Summary</b>		<b>Grant Type and Number</b>	<b>FFY of Grant: 2012</b>
<b>PHA Name:</b> Housing Authority of Clackamas County	<b>Capital Fund Program Grant No:</b> OR16P00150112	<b>Replacement Housing Factor Grant No:</b>	<b>FFY of Grant Approval:</b>
<b>Type of Grant</b>		<b>Date of CFFP:</b>	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: ( ) <input type="checkbox"/> Final Performance and Evaluation Report			
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>	<b>Total Actual Cost.</b>
		<b>Revised:</b>	<b>Obligated</b>
			<b>Expended</b>
<b>Signature of Executive Director</b>		<b>Date</b>	
		<b>Signature of Public Housing Director</b>	
		<b>Date</b>	

Part II: Supporting Pages									
FHA Name: Housing Authority of Chickasaw County		Grant Type and Number Capital Fund Program Grant No: OR16P00150112			CFPP (Year/No.) 2012		Federal FY of Grant: 2012		
Development Number/ Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost			Total Actual Cost		
				Original	Revised	Funds Obligated	Funds Expended	Status of Work	
<b>AMP-wide Operations</b>									
1. Operations		1406	1	\$178,500.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1406</b>		<b>\$178,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Mgmt. Improve.</b>									
1. STAFF: Resident Services Salary & Benefits		1408	100%	\$34,422.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. STAFF: Asset Manager Salary & Benefits		1408	5%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. STAFF: Youth Services Salary & Benefits/Activities/Contracts		1408	1	\$93,150.00	\$0.00	\$0.00	\$0.00	\$0.00	
4. STAFF: Service Coordinator Salary & Benefits		1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. TRAINING: Staff Training Improvement		1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6. Travel for Resident Services Specialist(s)		1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7. Software: Operating Systems & Office Software - Soft Costs		1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8. TRAINING: Resident Training related to Agency Plan resident partnership process		1408	1	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1408</b>		<b>\$128,072.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Admin.</b>									
1. Central Office Cost Center (COCC) Salary & Benefits		1410	100%	\$89,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. CFF Capital Improvement Specialist Salary & Benefits - A&E Design Work		1410	35%	\$35,950.00	\$0.00	\$0.00	\$0.00	\$0.00	In-house A&E work: exempted from 10% max Admin costs per - 968.112 (b) (2) (i)
	<b>SUB-TOTAL</b>	<b>1410</b>		<b>\$124,950.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Audit</b>									
1. Financial Audit		1411	100%	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1411</b>		<b>\$6,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Fees &amp; Costs</b>									
1. Architectural, Engineering, Consulting Services		1430	1	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. Asbestos/Mold Testing/Remediation: Dev: 001 - 021		1430	1	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Printing RFP's, Bid documents, other project related expenses		1430	50	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1430</b>		<b>\$47,850.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement  
2. To be completed for the Performance and Evaluation Report

Part II: Supporting Pages		Grant Type and Number		CFPP (Yes/No)		Federal FY of Grant:		
PHA Name: Housing Authority of Clackamas County		Capital Fund Program Grant No: OR16P00150112				2012		
Development Number Name/HA-Wide Activities		Replacement Housing Factor Grant No:		Total Estimated Cost		Total Actual Cost		
General Description of Major Work Categories		Development Account No.	Qty	Original	Revised	Funds Obligated	Funds Expended	
							Status of Work	
AMP-wide Site Improve.	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
		1450		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
		1460		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00	
		1465		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-3 Non Dwelling Structures	Community Center Dwelling (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470		\$0.00	\$0.00	\$0.00	\$0.00	
		1470	1	\$20,000.00	\$0.00	\$0.00	\$0.00	
PHA-wide Non Dwelling Equipment	1. Computers & Equipment	1475	2	\$5,000.00	\$0.00	\$0.00	\$0.00	
		1475	1	\$10,212.00	\$0.00	\$0.00	\$0.00	
PHA-wide Relocation Costs	2. Maintenance Vehicles & Equip	1475	1	\$0.00	\$0.00	\$0.00	\$0.00	
		1475	1	\$15,212.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Clackamas Heights	1. Relocation costs due to modernization activities	1495	25	\$50,000.00	\$0.00	\$0.00	\$0.00	
		1495		\$50,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	Asset Management Properties (AMP)	1450						
		1450						
AMP 1 - DEV 001 Clackamas Heights	1. SITEWORK	1450						
		1450	1	\$10,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$10,000.00	\$0.00	\$0.00	\$0.00	
		1450		\$10,000.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Clackamas Heights	1. DWELLING STRUCTURES	1460						
		1460	1	\$40,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460		\$40,000.00	\$0.00	\$0.00	\$0.00	
		1460		\$50,000.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Clackamas Heights	1. SITEWORK	1450						
		1450	1	\$2,500.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$2,500.00	\$0.00	\$0.00	\$0.00	
		1450		\$2,500.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Clackamas Heights	1. DWELLING STRUCTURES	1460						
		1460	1	\$57,250.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460		\$57,250.00	\$0.00	\$0.00	\$0.00	
		1460	1	\$7,500.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Clackamas Heights	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460		\$7,500.00	\$0.00	\$0.00	\$0.00	
		1460		\$64,750.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	1. DWELLING STRUCTURES	1460		\$64,750.00	\$0.00	\$0.00	\$0.00	
		1460		\$67,250.00	\$0.00	\$0.00	\$0.00	

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement  
 2. To be completed for the Performance and Evaluation Report



Part II: Supporting Pages										
PHA Name: Housing Authority of Chatham County		Grant Type and Number Capital Fund Program Grant No: OR16P00150112			OFFY (Yes/No)		Federal FY of Grant: 2012			
Development Number Name/HA-Wide Activities		General Description of Major Work Categories		Development Account No.		Total Estimated Cost		Total Actual Cost		
				Qty	Original	Revised	Funds Obligated	Funds Expended	Status of Work	
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1450 SUB TOTAL		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES		1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1460			\$57,250.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1460			\$7,500.00	\$0.00	\$0.00	\$0.00	
DEV #010 1460 SUB TOTAL		1460			\$64,750.00	\$0.00	\$0.00	\$0.00		
DEV #010 TOTAL					\$67,250.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 012 Scattered	I. SITEWORK		1450							
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1450 SUB TOTAL		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES		1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1460			\$57,250.00	\$0.00	\$0.00	\$0.00	
b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1460			\$7,500.00	\$0.00	\$0.00	\$0.00		
DEV #012 1460 SUB TOTAL		1460			\$64,750.00	\$0.00	\$0.00	\$0.00		
DEV #012 TOTAL					\$67,250.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 019 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1450 SUB TOTAL		1450			\$2,500.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES		1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)		1460			\$60,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)		1460			\$7,500.00	\$0.00	\$0.00	\$0.00	
DEV #019 1460 SUB TOTAL		1460			\$67,500.00	\$0.00	\$0.00	\$0.00		
DEV #019 TOTAL					\$70,000.00	\$0.00	\$0.00	\$0.00		
GRAND TOTAL					\$892,834.00	\$0.00	\$0.00	\$0.00		

To be completed for the Performance and Evaluation Report or a Revised Annual statement

To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 8/30/2011

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>		<b>Federal FY of Grant:</b>	
<b>PHA Name:</b> Housing Authority of Clackamas County		<b>2012</b>	
<b>Development Number Name/HA-Wide Activities</b>	<b>All Funds Obligated (Quarter Ending Date)</b>		<b>All Funds Expended (Quarter Ending Date)</b>
	<b>Original</b>	<b>Actual</b>	
<b>Reasons for Revised Target Dates</b>			
PHA-Wide Operations	3/11/2014		3/11/2016
PHA-Wide Mgmt. Improvements	3/11/2014		3/11/2016
PHA-Wide Admin. Costs	3/11/2014		3/11/2016
PHA-Wide Site Improvements	3/11/2014		3/11/2016
PHA-Wide Dwelling Improvements	3/11/2014		3/11/2016
PHA-Wide Dwelling Equipment	3/11/2014		3/11/2016
PHA-Wide Non- Dwelling Equipment	3/11/2014		3/11/2016
PHA-Wide Relocation	3/11/2014		3/11/2016
PHA-Wide Contingency Heights	3/11/2014		3/11/2016
003 - Hillside park	3/11/2014		3/11/2016
004 - OCVM	3/11/2014		3/11/2016
005 - Hillside Manor	3/11/2014		3/11/2016
007 - Scattered Site	3/11/2014		3/11/2016
010 - Scattered Site	3/11/2014		3/11/2016
012 - Scattered Site	3/11/2014		3/11/2016
019 - Scattered Site	3/11/2014		3/11/2016
020 - Scattered Site	3/11/2014		3/11/2016
Development	3/11/2014		3/11/2016

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

<b>Part I: Summary</b>		<b>Grant Type and Number</b>		<b>FFY of Grant: 2012</b>	
<b>PHA Name:</b> Housing Authority of Clackamas County		<b>Capital Fund Program Grant No: OR16R00150112</b>		<b>Replacement Housing Factor Grant No:</b>	
<b>Type of Grant</b>		<b>Date of CFFP:</b>			
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: 01)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20)	\$ -	\$ -	\$ -	\$ -
3	1408 Management Improvements	\$ -	\$ -	\$ -	\$ -
4	1410 Administration (may not exceed 10% of line 20)	\$ -	\$ -	\$ -	\$ -
5	1411 Audit	\$ -	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ -	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ -	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ -	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ -	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ -	\$ -	\$ -	\$ -
17	1499 Development Activities <sup>4</sup>	\$ 12,914.00	\$ -	\$ -	\$ -
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 12,914.00	\$ -	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ -	\$ -	\$ -	\$ -

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHA's with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 8/30/2011

<b>Part I: Summary</b>		<b>Grant Type and Number</b>	<b>FFY of Grant: 2012</b>
<b>PHA Name:</b> Housing Authority of Clackamas County	Capital Fund Program Grant No: OR16R00150112	Replacement Housing Factor Grant No:	<b>FFY of Grant Approval:</b>
Date of CFPP:			
<b>Type of Grant</b>			
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies    (    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>	<b>Total Actual Cost:</b>
		<b>Original</b>	<b>Obligated</b>
		<b>Revised:</b>	<b>Expended</b>
<b>Signature of Executive Director</b>		<b>Date</b>	
Signature of Public Housing Director		Date	

Part II: Supporting Pages									
PHA Name: Housing Authority of Chickasaw County		Grant Type and Number Capital Fund Program Grant No: OR16R00150112			CFPP (Year/No)		Federal FY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost			Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated	Funds Expended		
<b>AMP-wide Operations</b>									
	1. Operations	1406	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1406</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Mgmt. Improve.</b>									
	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	8. TRAINING: Resident Training related to Agency Plan resident partnership process.	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1408</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Admin.</b>									
	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In-house A&E work exempted from 10% Max Admin costs per - 968.112 (b) (2) (i)
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1410</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Audit</b>									
	1. Financial Audit	1411	100%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1411</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP-wide Fees &amp; Costs</b>									
	1. Architectural, Engineering, Consulting Services	1430	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	3. Printing RFP's, Bid documents, other project related expenses	1430	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>SUB-TOTAL</b>	<b>1430</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement  
 2. To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

PHA Name: Housing Authority of Chickasaw County		Grant Type and Number: Capital Fund Program Grant No: OR16R00150112		CFPP (Yrs/No.)		Federal FY of Grant: 2012		
Development Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Total Estimated Cost			Total Actual Cost		Status of Work
			Original	Revised	Funds Obligated	Funds Expended		
AMP-wide Site Improve.	1. PHA-Wide Site work, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
		1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney, removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
		1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1465	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP-3 Non Dwelling Structures	Community Center Dwelling a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470		\$0.00	\$0.00	\$0.00	\$0.00	
		1470		\$0.00	\$0.00	\$0.00	\$0.00	
PHA-wide Non- Dwelling Equipment	1. Computers & Equipment	1475	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1475	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PHA-wide Relocation Costs	2. Maintenance Vehicles & Equip 3. Copier	1475	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1475	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 1 - DEV 001 Chickasaw Heights	1. Relocation costs due to modernization activities	1495	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1495	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	Asset Management Properties (AMP)	1450						
		1450						
AMP 1 - DEV 001 Chickasaw Heights	1. SITEWORK a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	1. DWELLING STRUCTURES a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	1. SITEWORK a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1450	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 007 Scattered Sites	1. DWELLING STRUCTURES a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement  
: To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16R000150112			CFPP (Yes/No):		Federal FY of Grant: 2012		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost	Status of Work		
				Original	Revised		Funds Obligated	Funds Expended	
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>DEV #010 1450 SUB TOTAL</b>	<b>1450</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>I. DWELLING STRUCTURES</b>	1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEV #010 1460 SUB TOTAL</b>	<b>1460</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP 2 - DEV 012 Scattered</b>	<b>I. SITEWORK</b>	1450							
a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEV #012 1450 SUB TOTAL</b>	<b>1450</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>I. DWELLING STRUCTURES</b>	1460								
a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEV #012 1460 SUB TOTAL</b>	<b>1460</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>AMP 2 - DEV 019 Scattered</b>	<b>I. DWELLING STRUCTURES</b>	1450							
a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEV #019 1450 SUB TOTAL</b>	<b>1450</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>I. DWELLING STRUCTURES</b>	1460								
a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEV #019 1460 SUB TOTAL</b>	<b>1460</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>DEV #019 TOTAL</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>DEVELOPMENT ACTIVITIES</b>									
<b>AMP 1 - Dev 01 Clackamas Heights</b>	Accumulation for future PH units @ Clackamas Heights	1499	1	\$12,914.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>DEV #01 1499 SUB TOTAL</b>		<b>1499</b>		<b>\$12,914.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL</b>				<b>\$12,914.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

1. To be completed for the Performance and Evaluation Report or a Revised Annual statement

2. To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 8/30/2011

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>				<b>Federal FY of Grant:</b>	
<b>PHA Name:</b> Housing Authority of Clackamas County				<b>2012</b>	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original	Actual	Original	Actual	
PHA-Wide Operations	3/11/2014		3/11/2016		
PHA-Wide Mgmt. Improvements	3/11/2014		3/11/2016		
PHA-Wide Admin. Costs	3/11/2014		3/11/2016		
PHA-Wide Site Improvements	3/11/2014		3/11/2016		
PHA-Wide Dwelling Improvements	3/11/2014		3/11/2016		
PHA-Wide Dwelling Equipment	3/11/2014		3/11/2016		
PHA-Wide Non- Dwelling Equipment	3/11/2014		3/11/2016		
PHA-Wide Relocation	3/11/2014		3/11/2016		
PHA-Wide Contingency Heights	3/11/2014		3/11/2016		
003 - Hillside park	3/11/2014		3/11/2016		
004 - OCVM	3/11/2014		3/11/2016		
005 - Hillside Manor	3/11/2014		3/11/2016		
007 - Scattered Site	3/11/2014		3/11/2016		
010 - Scattered Site	3/11/2014		3/11/2016		
012 - Scattered Site	3/11/2014		3/11/2016		
019 - Scattered Site	3/11/2014		3/11/2016		
020 - Scattered Site	3/11/2014		3/11/2016		
Development	3/11/2014		3/11/2016		

1. Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9) of the U.S. Housing act of 1937, as amended.



**PHA Certifications of Compliance  
with PHA Plans and Related  
R e g u l a t i o n s**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or  Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of Clackamas County

OR0001

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title Chair, Board of County Commissioners

Signature

Date

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 08/30/2011

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Housing Authority of Clackamas County  
PHA Name

OR0001  
PHA Number/HA Code


<small>I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)</small>	
Name of Authorized Official	Title Chair, Board of County Commissioners
Signature	Date

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB# 2577-0226  
Expires 08/30/2011**

**Certification by State and Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Chuck Robbins the Community Development Director, certify that the Five Year and Annual PHA Plan of the Housing Authority of Clackamas County is consistent with the Consolidated Plan of Clackamas County prepared pursuant to 24 CFR Part 91.

 3/7/12

Signed / Dated by Appropriate State or Local Official

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b> Housing and Urban Development	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: N/A	
<b>8. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): N/A	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI): N/A	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Trell Anderson</u> Print Name: <u>Trell Anderson</u> Title: <u>Executive Director</u> Telephone No.: <u>503-655-8506</u> Date: <u>4/5/2012</u>	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Housing Choice Voucher Programs

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

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

(2) 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 an 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.

(3) 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. 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Trell Anderson

Title

Executive Director

Signature



Date (mm/dd/yyyy)

4/5/2012

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Housing Choice Voucher Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Trell Anderson	Title Executive Director
Signature <i>Trell Anderson</i>	Date 4/5/2012

## PUBLIC MEETING NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's Draft Fiscal Year 2012 Annual Plan shall be held on January 11, 2012, at 10 AM at the Clackamas Heights Community Center, located at 13900 S Gain Street, Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A public hearing to comment on HACC's 2011 Draft Plan will be held on March 15th, 2012, before the HACC's Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC has developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01. The Plan includes the 2012 Annual Statement for the Capital Fund Program (CFP). The Annual Plan also includes the CFP Performance and Evaluation (P&E) reports and budget revision requests for grant years 2008, 2009, 2010 and 2011.

The Draft Plan is available for review from January 19, 2012 through March 2, 2012. Copies can be obtained on-line at [www.clackamas.us/hacc/](http://www.clackamas.us/hacc/) and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, OR and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's Property Management offices are open Monday through Friday, 8:30 AM to 5 PM and the Administrative Building is open Monday through Thursday, 8 AM to 6 PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR. Written comments should be directed to Trell Anderson, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045. These comments must be received by March 2, 2012.





### PUBLIC HEARING NOTICE

A public hearing to comment on the Housing Authority of Clackamas County (HACC) 2012 Draft Annual Plan will be held on March 15th, 2012, before the HACC's Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building, 4<sup>th</sup> floor, located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC has developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01. The Plan includes the 2012 Annual Statement for the Capital Fund Program (CFP). The Annual Plan also includes the CFP Performance and Evaluation (P&E) reports and budget revision requests for grant years 2008, 2009, 2010 and 2011.

The Draft Plan is available for review on-line at [www.clackamas.us/hacc/](http://www.clackamas.us/hacc/). Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, OR and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's Property Management offices are open Monday through Friday, 8:30 AM to 5 PM and the Administrative Building is open Monday through Thursday, 8 AM to 6 PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.



**From:** noreply+feedproxy@google.com on behalf of Oregon Housing Blog [housepdx@gmail.com]  
**Sent:** Tuesday, February 14, 2012 5:18 AM  
**To:** OMeara, Mary-Rain  
**Subject:** Oregon Housing Blog

## Oregon Housing Blog



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### **City Withdraws Supreme Court Fair Housing Case on Disparate Impact; Path Clear for HUD to Issue Regs?**

Posted: 13 Feb 2012 09:10 PM PST

TwinCities.com story is [HERE](#).

Regulations.gov web page [HERE](#) has HUD proposed rule and public comments. (Comments to date from Oregon are [HERE](#)).

Originally created and posted on the [Oregon Housing Blog](#).

✦ Email this

### **Clackamas and Washington County PHA's Post Annual Plans for Comment.**

Posted: 13 Feb 2012 02:40 PM PST

Both the Washington County and Clackamas County housing authorities have posted their annual PHA plans for comment.

The Clackamas County plan can be found [HERE](#), and the plan from Washington County Housing Services is [HERE](#).

Combined these two PHA's administer about 5,000 HUD funded public housing and voucher units and their annual plans include important information about accomplishments and planned new activities as well as demographic information about the 11,400 families on their wait lists and the overall housing needs in their communities.

#### **Opportunity to Comment**

The Clackamas County PHA plan is open for public review from 1/19/2012 through 3/2/2012. Comments and questions about the plan can be directed to: Mary-Rain O'Meara, 503-655-8279 ([momeara@clackamas.us](mailto:momeara@clackamas.us))

The Washington County Housing Authority Board will hold a public hearing on their plan on Tuesday, April 3, 2012 at 10:00 a.m. at the Washington County Public Services Building, Auditorium 155 N. First Street, Hillsboro.

Originally created and posted on the [Oregon Housing Blog](#).



# HACC Annual Plan 2012

## 1.11.12 RAB MEETING

### NOTES

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10:00-10:15 Welcome and Introductions

Trell Anderson

10:15-11:15 Plan Updates

- Agency-Wide Updates(Tab 1) Mary-Rain O'Meara
- Housing Choice Voucher Updates (Tabs 1 and 2) Toni Karter
- Public Housing Updates (Tabs 1 and 3) Dan Potter
- Development (Tab 1) Andrea Sanchez
- Housing Needs and Additional Info (Tabs 1 and 4) Mary-Rain O'Meara

### QUESTIONS

Agency Wide Updates:

#### Move To Work

Q: What is Move To Work?

A: Move to Work is a HUD Pilot Program that allows housing authorities to combine their Public Housing and Section 8 sources of funding into one agency wide funding source. There are currently 33 Move to Work agencies in the nation.

Voucher Updates:

#### Project Based Vouchers

Q: What is the benefit of Project Based Vouchers?

A: The benefit is that it can assist people with high barriers to access housing. Units can be dedicated for people with disabilities or other special needs to provide stable permanent housing. Only 20% of the Voucher pool can be project based, and no more than 25% of one property can have Project Based units.

Q: Would the Project Based vouchers apply to new or existing properties?

A: It could apply to both.



Q: In addition to benefiting people with special needs, could you set up criteria using the Opportunity Maps to ensure that the Project Based units are located in areas of opportunity?

A: Yes, we can set up criteria in the RFP to specify this.

Q: Would Project Based vouchers work for regular voucher holders?

A: Yes

Q: Will there be different waiting lists for Project Based Vouchers?

A: This has not been determined yet, but it is a possibility.

#### Caregivers

Q: Are you able to add a caregiver to your Voucher or PH unit?

A: Yes, you can add a caregiver under both programs.

#### Small Area Payment Standards in Lake Oswego and West Linn

Q: Will implementation of Small Area Payment Standards cost HACC more money?

A: It will cost more rental assistance dollars as we pay higher portions of rent.

Q: Do you have tenants who want to live in Lake Oswego and West Linn?

A: This is about providing housing choice and options for these higher rent communities.

#### Utility Allowances Simplification

Q: Will making changes to Utility Allowance Calculations cause housing costs to go up?

A: The answer to this question is not easy as it depends if we increase or decrease the utility allowance per household. Typically we would only expect a one or two dollar change in the amount of tenant rent change with the changes we are proposing.

#### Waiver for allowing Biennial Inspections

Q: Would this change the tenant-driven inspections?

A: No, it would not change this and they would still be available.

#### New Preference Voucher for Graduates of Permanent Supportive Housing

Q: Will this be a one time voucher?

A: Yes, and we anticipate issuing approximately 4-8 a year. These vouchers are for people with mental illness transitioning into permanent supportive housing.

#### Voucher Search Term Reduction to 60 Days

Q: Does HACC provide support in searching for housing?

A: No, not usually.

Q: Do most people find housing within 60 days?

A: Yes, most people do.

#### Landlord Self Certification of Annual Inspections

Q: Does HACC have a list of the items that landlords can self-certify for inspections?

A: Yes, this will be provided to all landlords in the program.

#### Fraud Investigation Policy

*Healthy Families. Strong Communities.*



Q: Can HACC look into the authorizing statute for what constitutes as fraud?

A: Yes, we will look into this.

**Public Housing Updates:**

No Smoking Policy

Q: Why didn't HACC make this policy for all housing including voucher units?

A: HACC cannot make this change at privately owned and operated housing in the voucher program, but we do have the discretion to do so at the housing units we own.

Q: Does this policy include Medical Marijuana?

A: Yes, it includes smoking of all substances inside the unit.

Q: Will tenants be evicted if they violate the rule?

A: We will deal with that as any other lease violation.

Q: How far from the door does the smoker need to be?

A: The rule county wide is 25 feet from the door.

Removal of Crime Rating System

Q: Does this include traffic tickets?

A: No.

Interim Change in Rent Policy Change

Q: Is there a way to protect people from paying increased rent?

A: This does not include any rent increases, all the changes would be rent decreases.

**DEVELOPMENT UPDATES**

Scattered Site Disposition

Q: What is the benefit to getting rid of Scattered Sites?

A: These units are spread geographically throughout the county and it is becoming increasingly more costly to maintain them.

Q: Is there a homeownership program for the tenants of units that are being sold?

A: HACC offered a home ownership option for the first 21 houses sold. It is anticipated that HACC will continue to offer a homeownership option if it sells additional scattered site units.

Q: Have Scattered Site residents been notified?

A: If we ask HUD for permission to sell additional units all of the residents will be notified.

Q: How are the people in the current units transferred?

A: HACC follows the processes and procedures outlined in the Public Housing Scattered Site Relocation Policy.

Q: Getting rid of the Scattered Site units made a lot of sense in conjunction with the Clackamas Heights Redevelopment, when there was an offset and these units would be



replaced on site. Under current circumstances, what is the plan for replacing these units?  
This is a concern for Public Housing advocates.

A: HUD statutes and regulations dictate the use of scattered site public housing sale proceeds. Current allowed uses include: Section 8 replacement units 2) Public Housing replacement units.

**11:15-11:45** Capital Fund Overview (Tab 8)

Dan Potter and  
Josh Teigen

**QUESTIONS:**

Q: Why is there a budget for making improvements to scattered site units if you are going to sell these off?

A: We have an undetermined timeline as to when the remainder of these units will be sold. In the meantime these units are still occupied and have ongoing maintenance and repair needs.

**11:45-12:00** Annual Plan Timeline/ Questions and Answers

All



1/31/2012

Re: Changes to HACC 2012 draft Annual Plan

Dear RAB member/ Voucher resident representative,

Thank you to those who were able to attend the recent meeting to discuss HACC's 2012 draft Annual Plan (Plan). Since our meeting, two items have been added to the Plan under the Public Housing and Housing Choice Voucher Program Update areas (page 2, items 19 and 24). This letter is to notify you of these changes, and to provide a brief explanation of the changes, and to ask for your feedback. A copy of the updated page is included for your reference.

Please note that the Public Review period is now in effect for the Plan, and ends March 2, 2012. Any comments or questions you have regarding the Plan can be directed to Mary-Rain O'Meara at 503-655-8279 or [momeara@clackamas.us](mailto:momeara@clackamas.us).

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**Changes to the HACC 2012 Draft Admin Plan:**

**Housing Choice Voucher Updates, Section 6.0 (Page # 2)**

#19, addition:

**"HACC will research and consider a consortium of our Housing Choice Voucher Program".**

**(Section 8 Only)**

**Explanation:** HACC has been notified of additional funding cuts for the administration of the Voucher program. This is the second year in a row; and will be the sixth year in a row that the Voucher program expenses exceed revenue (Federal funds). Because of this, HACC is considering several options to continue serving 1,605 families with vouchers in Clackamas County, but decrease the cost of running the program. One of these options is to create a Housing Choice Voucher Consortium with Multnomah County's Home Forward. A Consortium basically means two separate Housing Authorities might merge two programs into one larger program, with one agency administering that one program. No decisions have been made at this point. We welcome your thoughts, comments and input as we consider this option.

**Public Housing Updates, Section 6.0 (Page # 2)**

#24, addition

**"HACC may open one or two Public Housing waitlists in FY 2012".**

**Explanation:** During 2012, HACC anticipates the possibility of opening up to three of its Public Housing waitlists for application including the following waitlists: Oregon City View Manor (2 and 3 Bedroom units) and Hillside Manor (1 Bedroom units). HACC would follow an intensive notification and outreach

to publicize the application process upon opening of these lists. We welcome your thoughts, comments and input as we consider this.

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As always, the Housing Authority thanks you for your participation and welcomes any questions or comments to the above changes, or any other portion of the draft Annual Plan.

We would like to remind you that a Public Hearing for the draft Annual Plan will be held in front of the Board of Clackamas County Commissioners on March 15<sup>th</sup>, at 10 AM, in the BCC Chambers, 2150 Kaen Rd, Oregon City, OR.

Sincerely,

Trell Anderson, Director



January 31, 2012

Jim Bernard  
Clackamas County Board of Commissioners  
2051 Kaen Rd  
Oregon City, OR 97045

BCC  
BOARD OF COMMISSIONERS

FEB 02 2012

Dear Board Member Bernard:

We are writing to participate in the public comment period for the Annual Plan submitted by the Housing Authority of Clackamas County. Specifically, we are very concerned about item 19 under Housing Choice Voucher updates: "HACC will research and consider a consortium of our Housing Choice Voucher program". This consortium, as we understand it to be, would mean the absorption of the Housing Choice Voucher program in Clackamas County by Home Forward, formerly the Housing Authority of Portland. Home Forward would geographically cover both Clackamas and Multnomah County and administer all vouchers currently assigned to HACC.

First of all, you should be aware that this item was added to the Annual Plan for the Voucher program after the staff was given opportunity to comment and after the plan was presented to the Resident Advisory Board (RAB). The RAB must have the plan explained in full to them and be allowed to give comments, ask questions and voice concerns. This is a requirement of 24 CFR Chapter IX (4-1-08 Edition) Section 903.13, which are the regulations that HUD requires Housing Authorities to follow. This policy was followed for all other items included on this year's list except item 19. Voucher staff were not informed of this specific inclusion until January 18, 2012. Given the huge impact a consortium would make on clients, landlords, and staff it seems highly inappropriate to include this item after resident and staff review periods. Our concerns, though, go far beyond procedural improprieties.

The reason we have been given for considering this consortium is the budget shortfall, which currently requires additional funding from the Housing Authority to operate the Voucher program. As a group, our staff takes the funding deficit for our program very seriously. We worked very hard over the last year to get our costs in alignment with our funding. We actually achieved this and were operating within budget until HUD announced further budget cuts. Since that announcement our department manager has been pursuing other options for achieving cost reductions while continuing to provide the same high quality of service to our clients, high levels of compliance with HUD regulations, and high lease up rates that we have always maintained. These high performance levels ensure that Federal funds intended to serve the most vulnerable people of this county are used efficiently and correctly, maximizing the benefit to the entire county.

We believe a better option than a consortium with Home Forward would be to request several waivers from HUD to allow us to lower the per-client work load. This, in turn, should allow the Housing Authority to reduce staffing levels without sacrificing quality. Staff would be able to handle higher caseloads and still comply with Federal requirements. Of course, as a staff we would prefer to have no further staffing reductions, but we are willing to do what it takes to keep this program healthy and serving our community. Housing Choice Voucher Annual Plan updates 12 through 15 addresses the agency's desire to pursue these waivers. We feel that our chances for getting these waivers approved would be undercut by also asking for a consortium

There are many other reasons why this is a bad idea for Clackamas County, which we hope to share with

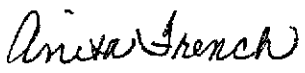
you later in the public comment period. For now, we would like to conclude by asking why the board would even consider turning over control of \$11 million dollars of Federal funds to another board in another county. It is our understanding that Mr. Anderson will be telling you that you will be able to maintain control of this funding even after he turns the program over to Home Forward. As a group of staff who have worked in this business for a very long time, we do not believe that is realistic. Asking a single agency to answer to two separate boards is not a workable long term proposition. At best, the Clackamas County commissioners would be the "minority shareholder" to the Home Forward board's "majority" position.

Even if the consortium agreement had a clause that allowed the Clackamas County Board to pull out of the contract, the Housing Choice Voucher program is a complex program that requires a well-trained staff. Occupancy Specialists have a one year learning curve. Hiring and training staff, equipping an office and transitioning caseloads would be prohibitively expensive. Legally, the board might have the option of reclaiming this program. In reality, once you allow Home Forward to take over this program we do not believe there is a feasible way to get it back. We encourage you to consider whether you are serving the best interests of your constituents by relinquishing control of millions of dollars in Federal funds to another county.

We respectfully request that you instruct Mr. Anderson to delete item 19 from the Annual Plan update and allow the program manager to pursue waivers and other cost cutting measures. If we are unable to obtain these waivers, and therefore unable to get our budget to balance, our staff requests to be part of the process to determine what the next steps should be. Most of our staff have worked for this program for more than 10 years and many of us have worked here for more than 20. Our investment in this program goes far beyond a paycheck.

Thank you for your time and consideration.

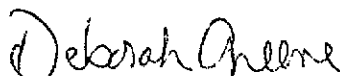
Sincerely,



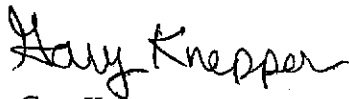
Anita French  
Administrative Analyst II



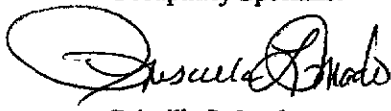
Jon Garcia  
Occupancy Specialist



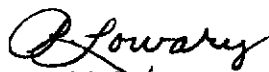
Deborah Greene  
Eligibility Specialist



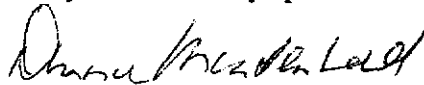
Gary Knepper  
Family Self-Sufficiency Specialist



Priscilla Labrado  
Office Specialist II



Patricia Lowary  
Occupancy Specialist



Donna Mendenhall  
Inspector



Nathaniel Mom  
Occupancy Specialist



Andrew Quiroz  
Inspector



Betty Rautio  
Accounting Specialist



Christine Valdez  
Occupancy Specialist



Susan Warneke  
Office Specialist II

**From:** Potter, Dan (Housing)  
**Sent:** Monday, January 30, 2012 4:26 PM  
**To:** 'Ron Rubino'  
**Cc:** Anderson, Trell; OMeara, Mary-Rain  
**Subject:** HACC Public Housing ACOP  
**Attachments:** ACO 09\_8-10 2012 01 30.pdf; ACO 16\_6-11 2012 01 30.pdf; Admissions review tracking.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ron,

As promised I have made the changes to the Public Housing ACOP we discussed when we met in your office on the 19<sup>th</sup> as follows:

I have attached revised chapters 9 and 16 of the ACOP as well as a brief listing of the informal reviews of applicant denials with their status.

- Chapter 9: Reexaminations: Rewrote section 9.III.D *Processing the Interim Reexamination* (page 9-14) Changed the effective date as follows to eliminate the 20<sup>th</sup> as a cut off date. The new wording now states that *"Reports of such changes must be made to HACC no later than the last day of each month in order for the change in rent to be effective on the first of the following month."*
- Chapter 16: Program Administration: Rewrote section 16.III.B *Repayment Policy- Down Payment Requirement - HACC Policy* to eliminate the 10% down payment in the original version as follows: *The family must pay the equivalent of the first month's payment at the time of signing the repayment agreement.*

Also in section 16.III.B *Repayment Policy* rewrote *Payment Thresholds - HACC Policy* to read as follows:

*HACC has established the following thresholds for repayment of debts:*

*Amounts over \$5,000: tenants may request an alternate payment plan that exceeds 48 months.*

*Amounts between \$3,000 and \$5,000: must be repaid within 48 months.*

*Amounts between \$2,000 and \$2,999: must be repaid within 30 months.*

*Amounts within \$1,000 and \$1,999: must be repaid within 24 months.*

*Amounts under \$1,000 must be repaid within 12 months.*

*If a family can provide evidence satisfactory to HACC that the threshold applicable to the family's debt would impose an undue hardship, HACC may, in its sole discretion, determine that a lower monthly payment amount is reasonable.*

*In making its determination, HACC will consider all relevant information, including the following:*

*The amount owed by the family to HACC.*

*The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control.*

*The family's current and potential income and expenses.*

*The family's current family share as calculated under 24 CFR 982.515.*

*The family's history of meeting its financial responsibilities.*

- As noted, I also attached a quick listing of the individual admissions denial informal reviews. In 85.7% of the review cases the denial was overturned and the applicant was approved to move into Public Housing. I noted the pertinent facts for those cases that were denied at the informal review stage. In general, those that were approved had mitigating circumstances that outweighed the PH reason for denial. In most cases the reason for denial was based on the crime point system from the current ACOP. We found that a large proportion of applicants had one or more of the following mitigating circumstances: Excellent personal references, completion of a counseling program, time had

gone by since the criminal history took place, strong landlord references, payment of past Landlord debts, a general positive change in personal circumstances, and other similar positive information.

- o I believe that the elimination of the point system will benefit the applicant as there will be no automatic denial for certain criminal activity. Mitigating circumstances can be taken into account at the time of eligibility review. Although we have not tracked the denied applicants that did not ask for a denial review, I believe there is a number that gave up at that point. This change will make the criminal activity subject to the same review as Landlord references and personal/professional references.

If you have any questions please let me now.

Daniel Potter  
Housing Asset Manager  
Housing Authority of Clackamas County  
503.650.3537

**From:** Anderson, Trell  
**Sent:** Monday, February 06, 2012 8:06 PM  
**To:** 'ron.rubino@lasoregon.org'  
**Cc:** Karter, Toni; OMeara, Mary-Rain; 'ellen.mendoza@lasoregon.org'  
**Subject:** Re: Final Annual Plan Update letter sent to RAB and FSS

Certainly, Ron. The basis for considering a Consortium model, as one option among several other models we are analyzing, is that Congressional allocations (cuts) leave the Voucher program with a \$200,000 annual budgetary gap. We can not continue to supplement the program from other fund sources at the same time that our housing portfolio needs serious attention. In Public Housing, we estimate \$42M in needed capital improvements when our annual Cap Fund program has dipped below \$1M per year. While we project that PH operations will remain stable for a couple more years, HUD is sweeping PH reserves by requiring us to spend them down before we get any new allocations. HUD is offering the Rental Assistance Demonstration project to convert PH units to Project-Based voucher units - in recognition that there is no way PHAs have the ability to address capital needs issues in portfolios across the country.

...I'm glad to talk with you more. And certainly after we have crunched more numbers and have had a chance to gather more information, we will have more dialog with residents, voucher holders, landlords, and others. As I've told our staff, we are at the very front end of outlining scenarios and considering options.

Similar to what your organization faces, PHAs across the country face difficult decisions. HACC is not immune from any of it and suffers the same chronic ailments. ...And as always, you will be invited to review, comment, and help shape things along the way.

...To be continued...

Trell

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**From:** Ron Rubino [mailto:ron.rubino@lasoregon.org]  
**Sent:** Monday, February 06, 2012 07:18 PM  
**To:** Anderson, Trell  
**Cc:** Karter, Toni; OMeara, Mary-Rain; Ellen Mendoza <ellen.mendoza@lasoregon.org>  
**Subject:** RE: Final Annual Plan Update letter sent to RAB and FSS

Trell,  
Thank you for forwarding copies of the actual letters sent to the RAB about the consolidation proposal for the Voucher program.

I was surprised to have first learned elsewhere that you'd added this proposal to the plan after the RAB meeting.

The possible magnitude of changes that could occur with surrendering Clackamas' Voucher program to Home Forward to administer makes the timing of this announcement awkward at best and I assume you've already heard complaints.

I also assume that others than Legal Aid have concerns that the change will not benefit Clackamas residents, especially as you move to sell the scattered sites, and replace them only with vouchers.

While I understand that the Voucher program loses money for HACC and that both HACC and HUD have lost funding, I don't understand the scope of those shortfalls in comparison with other revenues and options. So, I hope that you can provide more information that will allow Legal Aid and the community a meaningful opportunity to assess this proposal.

For example, and coincidentally, you ask about the consolidation of the Oregon City Regional Office of Legal Aid with our Multnomah office. I think concerns about that proposal are similar to the ones you're facing with your proposal for consolidation. In answer to your question about timing, the move of most of the staff of this office to Portland is scheduled to occur by the end of March - just in time for April 1<sup>st</sup>.

I know that funding shortfalls are behind both your decision and that of our board. To explain, nationwide, legal aid has suffered substantial funding losses:

LSC's President, Jim Sandman, recently conducted a survey among LSC programs nationwide to gauge the effects of recent cuts in LSC and other funding. According to the survey results, "LSC-funded programs anticipate laying off 393 employees, including 163 attorneys, in 2012. The reductions continue a staffing downturn that began about a year ago. In December 2010, LSC-funded programs employed 4,351 attorneys, 1,614 paralegals and 3,094 support staff. During 2011, LSC programs reduced their staffing by 833 positions through layoffs and attrition. They now anticipate a new round of layoffs this year, bringing the staffing loss to 1,226 full-time personnel. The survey was conducted in late December and early January, and 132 of the 135 nonprofit legal aid programs funded by LSC responded."

<http://www.lsc.gov/media/press-releases/staff-reductions-hit-legal-aid-programs>

If you could support your proposal by presenting the financial imperatives HACC is facing it might make more understandable your decision to explore program consolidation.

In any event, I look forward to working with you on the issues facing both our programs.  
Ron

Ronald J. Rubino  
Legal Aid Services of Oregon  
Oregon City Regional Office  
421 High Street, Suite 110  
Oregon City, Oregon 97045  
telephone 503.655.2518  
facsimile 503.655.2701

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**From:** Anderson, Trell [mailto:TrellAnd@co.clackamas.or.us]  
**Sent:** Monday, February 06, 2012 5:17 PM  
**To:** Ron Rubino  
**Cc:** Karter, Toni; OMeara, Mary-Rain  
**Subject:** FW: Final Annual Plan Update letter sent to RAB and FSS

Hi Ron,

Here's a copy of the letter sent to RAB members. Sorry for the oversight in not sending it to you at the same time we sent it to RAB members. I understand you also would like a current copy of the plan. As always, it's available on our web site at [www.clackamas.us/hacc](http://www.clackamas.us/hacc).

Any updates from you end on the office closing?

Best,  
Trell

---

Trell Anderson  
Executive Director  
Housing Authority of Clackamas County  
503.655.8506

**From:** Ron Rubino [ron.rubino@lasoregon.org]  
**Sent:** Wednesday, February 29, 2012 10:40 AM  
**To:** OMeara, Mary-Rain  
**Cc:** Anderson, Trell; Ellen Mendoza  
**Subject:** RE: Comments on Annual Plan

Hi Mary-Rain,  
Thank you for your courtesy and your reminder.

I've been working with colleagues on Legal Aid's comments to get them out Friday but was hoping first to have gotten a fuller explanation from Trell about the consortium proposal so that I could better understand it. I know he's been busy though.

While we may disagree, we at least understand HACC's decision to take cost-cutting steps like in Plan items 12 – 15 (the MTW-based waivers) due to the modest financial shortfall in the Voucher program. But the financial numbers do not seem to come close to justifying such a risky proposal as surrendering all control of 1600 Voucher, especially with the planned disposition of the scattered sites, the great bulk of HACC's housing resources, impeding client access, loss of community income, and loss of a dozen or more living wage jobs to HAP, especially on an accelerated time-frame that appears like an end run of the RAB meeting. And I think that is what Legal Aid will be saying.

Thanks again,  
Ron

Ronald J. Rubino  
Legal Aid Services of Oregon  
Oregon City Regional Office  
421 High Street, Suite 110  
Oregon City, Oregon 97045  
telephone 503.655.2518  
facsimile 503.655.2701

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**From:** OMeara, Mary-Rain [mailto:MOmeara@co.clackamas.or.us]  
**Sent:** Wednesday, February 29, 2012 8:27 AM  
**To:** Ron Rubino  
**Cc:** Anderson, Trell  
**Subject:** Comments on Annual Plan

Hi Ron,

Just a reminder that the public comment period ends this Friday, March 2<sup>nd</sup> for the HACC Annual Plan, in preparation for the March 15<sup>th</sup> Public Hearing in front of the BCC.

If you would like to submit any additional comments, or a formal letter ( see attached for what you submitted last year), I will get this incorporated into the packet that gets sent up to the BCC early next week.

Of course there will be an opportunity to comment in person at the BCC Hearing on 3/15, at 10 AM.

Thanks as always for your participation!

**Mary-Rain O'Meara**  
Housing Authority of Clackamas County  
Desk: 503.655.8279  
Mobile: 503.351.1860

Annual Plan 2012 Response to Public Comments:

**1) Comments from Ron Rubino, Oregon Legal Aid**

- A. Admissions and Continued Occupancy Policy (ACOP) comments: On January 19<sup>th</sup>, 2012, Dan Potter, HACC Asset Manager met with Ron Rubino, Legal Aid of Oregon to discuss recommended changes to the ACOP. The included email dated January, 30<sup>th</sup>, 2012 from Dan Potter summarizes the changes that were incorporated into the ACOP based on Mr. Rubino's recommendations.
- B. Administrative Plan comments: Toni Karter, HACC Housing Services Manager met with Ron Rubino on January 9<sup>th</sup>, 2012 to discuss recommended changes to the Administrative Plan. HACC agreed to conduct Voucher Turnback studies for 2011 and 2012 to track potential impacts of Administrative Plan changes. Additional recommendations were incorporated into the current version of the Administrative Plan as appropriate.
- C. Consortium for Voucher Program:
  - 1. In the included email dated February 6<sup>th</sup>, 2012, Ron Rubino submitted comments and questions regarding item # 19 in the Annual Plan Update, Consideration of a Voucher Consortium. Trell Anderson, HACC Executive Director, responded to these comments in the included email dated February 6<sup>th</sup>, 2012.
  - 2. Mr. Rubino submitted a second email dated February 29<sup>th</sup>, 2012 with additional comments regarding item # 19 in the Annual Plan Update, Consideration of a Voucher Consortium.

**2) HACC Staff Letter to Board of County Commissioners**

On January 31<sup>st</sup>, 2012, twelve employees of the Housing Authority submitted a letter to the Clackamas County Board of Commissioners with comments regarding item # 19 in the Annual Plan Update, Consideration of a Voucher Consortium.

Response from Trell Anderson, HACC Executive Director

March 5th, 2012:

Regarding comments about Annual Plan item #19 "HACC will research and consider a consortium of our Housing Choice Voucher program":

As previously noted and discussed, the Housing Choice Voucher program expenses are exceeding the Voucher Admin fee received (revenue) from HUD. This is due to a decrease in resources (Federal funds that are Congressionally allocated) by 15% in the past two years, and program operations at a level necessary to meet HUD rules and regulations. To remedy this, HACC is considering several options to reduce costs and streamline administration of the program. In addition to researching the merits of a program consortium, HACC is considering other administrative options and opportunities like drafting waiver requests from program rules and regulations. And, HACC is considering applying to become a



Move-To-Work (MTW) Housing Authority. If HACC is granted MTW status, certain administrative rules and regulations are relaxed and there is more administrative flexibility. The three primary goals of MTW are:

- (1) Reduce cost and achieve greater cost effectiveness in federal expenditures;
- (2) Give incentives to families with children where the head of household is working; is seeking work; or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient; and
- (3) Increase housing choices for eligible low-income families.

Obtaining MTW status is a competitive process where HUD has announced that up to 4 housing authorities this year may receive the designation nationwide, to total 37 MTW agencies all together.

While considering different program options, HACC staff has developed a list of criteria: Budget; Clients and Services; Program outcomes; HACC staff; HACC as an organization, the County, and HUD; Time lines for implementation; Land Lords and the Rental Housing market. Though the main driver is budgetary, these criteria will be applied to consider a program consortium, submitting a MTW proposal, seeking waiver requests, and other program and administrative changes. When HACC staff members have enough information to evaluate the pros and cons of different options, a presentation will be made to the County Administrator and HACC Board of Commissioners for deliberations and decision making. During the research phase, various stakeholders who are clients, tenants, landlords, partners, staff and others will be engaged to gather input and perspective. Their ideas or concerns will be added to the evaluation as options are considered.

At this point we are still in the information gathering phase to begin considering options and opportunities for a more streamlined and cost effective Voucher program.

---

Trell Anderson  
Executive Director  
Housing Authority of Clackamas County



# DIERINGER'S PROPERTIES, Inc.

HA Public Hearing  
3-15-12

Submitted by

Anita French

For Mr. Dieringer

March 10, 2012

Clackamas County Board of Commissioners  
2051 Kaen Rd  
Oregon City, OR 97045

RE: HACC / Possible Consolidation into Portland's Home Forward (Formerly HAP)

Dear County Commissioners,

Dieringer's Properties, Inc. owns about 16 residential rentals in Clackamas County. Currently, 3 of our 16 (almost 19%) units are homes to Clackamas County residents receiving housing assistance from HACC.

We recently learned that HACC is considering consolidating its voucher program into the City of Portland's Home Forward program.

While we can't speak to the details, background and/or intricacies of such a decision making process, for your consideration we would like to share our initial thoughts that came to mind after hearing of this deliberation.

- Currently, Clackamas County (CC) Employees are serving CC residents with no other divided interest. Would such a decision best serve and continue to serve the best interests of CC residents?
- We feel the attention to and services for the residents of CC could easily suffer if overseen by a jurisdiction that has other interests at heart.
- While there may appear to be an "economy of scale" with a decision like this, we know that a larger bureaucracy can easily mean less efficiency. This can translate into less assistance for CC Residents who need it.
- If there is any sign of fewer services, lack of service or poorer service to CC residents from Home Forward, CC residents may leave CC to relocate to Portland creating vacancies for landlords and hurting economic health of CC.
- A consolidation of work could mean fewer jobs in CC. Not good for the housing market, nor good for landlords like ourselves.

Respectfully,

Eugene Dieringer  
President

March 14, 2012

Housing Authority Board of Commissioners  
2051 Kaen Rd  
Oregon City, OR 97045

Dear Commissioners:

I write to respond to the Housing Authority's annual plan submission, specifically, item #19 under the Housing Choice Voucher Update. I have been employed by Clackamas County for over thirty six (36) years. I've worked for the Housing Authority for thirty-four (34) of those years. I guess you could say I'm the historian for the agency.

The Voucher Program is an eleven (11) million dollar program. I ask you why would you allow this program to go to Home Forward?

Historically, the Board has always supported this program and we are now getting the feeling from the Executive Directors actions, that you no longer support funding any programs that serves low income families if it cannot be self sustained.

You need to decide today if that is the message you want conveyed to your constituents. By encouraging Trell Anderson to pursue Consortium, you are telling low income families you do not feel they are worthy of subsidizing, not with tax dollars, but with the Housing Authority's Local Project funds.

Historically, it was the Section 8 Program that first allowed the Housing Authority to acquire and develop Local Projects. It was the Section 8 Program that years ago had excess funding. It was the Section 8 Program funding reserves that originally were not as restricted as they are now and allowed the Housing Authority to purchase properties and land for the development of Local Project units.

The Board approved land and property acquisitions and development under Gary DiCenzo which was fully intended to help fund our programs when Congress was unwilling or unable. These units are below market units and make money for the Housing Authority. They do not have the same federal regulations attached to the dollars as do the Section 8 Voucher program and the Public Housing Program. Amazingly, Gary DiCenzo was able to acquire our entire portfolio without the need for a multimillion dollar Development Department and a series of expensive specialized contracts. I would ask the Board to investigate why Trell Anderson now feels the direction of the Housing Authority must be to channel all Local Project funds to Development. He has done so over the last six years and the Board seems to fail to recognize there is nothing to show for his efforts except a decline in Public Housing.

Now we are being DIRECTED that the Local Project fund cannot be used to subsidize the modest Section 8 shortfall. This is a major DEVIATION from how the Housing Authority has run in the past and should be approved by the Board and not dictated by the Director due to the extreme nature of the change. And as required by the Annual Plan itself and our Bylaws.

Are you aware most housing authorities subsidize the Section 8 Program by forgoing PILOT funds and/or using Local Project revenues? Clark County, Washington County, Marion County and Salem to name a few locally, use local project funds and other sources to fill the funding gaps. Their Advisory Boards and Commissioners feel this program is too important to lose. There are a lot of families, very vulnerable families being assisted because of our Section 8 Program. Do not let this program leave our County.

We pay money to the tax assessors each year - called PILOT. Other housing authorities see this money returned to them. We pay huge dollars in indirect costs to the County. In the past, our agency received general fund money and the county didn't charge us for indirect charges for Employee Services or DHS. Now that we have to pay overhead that we have not control over, these costs contribute to the funding gap. The joke is, even if you approve a Consortium, the overhead from the County will not diminish as was stated in a recent staff meeting and the Housing Authority will need to find another billable source to cover \$200,000 in indirect overhead.

The Section 8 Program is an important service the County. We should figure out a way to subsidize it with a combination of local projects, a reduction to indirect overhead and county general funds. Do you realize the Housing Authority has never gotten even a cola raise on county general funds in all the years it has been in operation?

With all due respect to our Executive Director, I heard him say that the Voucher program should not be a part of the Public Housing Program. I feel he is absolutely wrong in this assessment. Our funding sources are the same, the rent charged to our tenants and our participants are the same and most of the federal regulations we have to work under are the same. I don't see the separation.

I know that building new units that will provide low cost housing to residents of the County is important. I get that, but not at the expense of our mission and our programs. This is a Housing Authority, we are not a Development agency. Our mission is providing affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low income people in Clackamas County. Please help us keep that mission alive in our County.

Currently we have forty six (46) families that move from our County into Portland. Home Forward bills us for the Housing Assistance Payment for these families. We have no families from Portland that we are paying on. We believe that should the Consortium

happen, that we will see more and more families moving into Portland. It is also our understanding under the Consortium's currently in place; only the lead housing authority can apply for new voucher grants -- that opportunity for growth in the number of families served by this invaluable rental assistance program would be stopped in its tracks. This year alone we were able to grow and serve an additional one hundred (100) families, under consortium; all growth in vouchers could stop in Clackamas County. This also equates to less revenue to our County's landlords. This would mean lost revenues for Clackamas County. The landlord's receiving the Housing Assistance payment would spend their HAP dollars in Portland instead of in our community.

When I was working at the Office of Economic Opportunity, now known as Social Services, the director for Social Services, Jono Hildner applied for and received the first two-hundred Vouchers for Clackamas County. This was back in 1974. Because the local Housing Authority did not want to bother with applying for these funds, the County stepped in and made the application. Eventually, the County took over operation of the Housing Authority. The Commissioners, at that time, thought this program was a valuable program to bring to the County. Since the initial two hundred Vouchers, the Housing Authority of Clackamas County now serves over 1,600 families and has a waiting list of over 4,000 applicants. Of the families participating on our program, 22.51% are elderly and 45% are disabled. We serve some of the most vulnerable members of our community. We believe that should the County Commissioners allow this program to be moved to Home Forward, that these most vulnerable families will not receive the service they receive from our agency and some could be in jeopardy of losing their assistance.

I wanted to share with you two real life stories from my experience. One of my clients on my case load has severe Schizophrenia. Over the years he and I build a rapport. Each year, I had to conduct a unit inspection and annual income recertification with my client. There were times he would respond normally and the inspection would go well and the recertification would get completed adequately. But there were times when he was extremely ill. My client could not open his front door. Literally when he was so ill, touching to front door knob was completely out of the question. Because I knew that he had this illness, I was able to make other arrangements for getting into the unit and for getting the paperwork completed.

Another client story I can share. One of our inspectors has a participant on our program she sees quarterly. She doesn't do this because she wants to, she does it because she knows that if she doesn't, the hoarder that lives in the Voucher unit will get so much clutter within the year, that the unit could not possibly pass inspection and the client could lose his apartment. So, she takes it upon herself to drop by when she's in the neighborhood to see how he is doing. Do you believe that Home Forward would have someone from their agency be so dedicated to want to see this family remain on the program and not lose their housing?

We know our budget doesn't balance. Well, Home Forward is facing the same funding

crisis and looking at Clackamas County's program to help bolster its own coffers. Home Forward is not a profitable Section 8 Program even with the advantage of its other program reserves being more fungible or less regulated due to its Move to Work status. They still have the same funding shortfall issue HACC is facing.

Our fear, should this program get sent to Portland to operate, is that Home Forward will serve both programs with only their current staff. Our staff has worked with Home Forward through our portability program for many, many years. We know through this relationship that they give very poor customer service. We hear all the time for clients, "They never answer our calls", "We never hear back from them". Additionally, working with the portability department, I was always having to remind them to send me paperwork with regard to annual recertifications, or I would not be able to pay them for the clients that were under their allocation, living in our County. One additional point, Home Forward is only conducting recertifications every three years, with caseloads equal to ours so clients will get less staff support by virtue of that fact.

Please reconsider the idea of a Consortium. Keep our Housing Choice Voucher Program in our County. It is an extremely important program and should remain under your direction.

Respectfully submitted

Anita L. French  
15162 SE Duckey Ln  
Milwaukie, OR 97267

**LEGAL AID SERVICES OF OREGON**  
OREGON CITY REGIONAL OFFICE

*421 High Street, Suite 110*

*Oregon City, OR 97045*  
*Fax (503) 655-2701*

*Phone*  
*(503) 655-2518*

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March 14, 2012

Trell Anderson, Executive Director  
Housing Authority of the County of Clackamas  
P.O. Box 1510  
Oregon City, Oregon 97045

Re: Comments on the Housing Authority's 2012 5-Year and Annual Plan

Dear Trell:

Once again Legal Aid begins its formal annual comments by thanking you for inviting us to join in the public process and comment on the Housing Authority's Five Year and Annual Plan. And I personally thank you, Dan Potter, and Toni Karter for taking time to discuss the plan and respond to input from Legal Aid.

Legal Aid makes these comments in appreciation of the combined expertise at the Housing Authority and the history of strong commitment to serving the housing needs of residents of Clackamas County -- the health and well-being of many our clients directly depends upon it.

We focus our comments on substituted Item #19 in the PHA Plan Update, the proposal for a "consortium of our Housing Choice Voucher Program."

This is a broad proposal that might have a variety of impacts on our clients' lives. While there may be many issues that arise, there are four primary areas of concern with such a proposal.

These are: (i) maintaining the total number of vouchers available to low-income tenants; (ii) maintaining the total number of vouchers in Clackamas County; (iii) maintaining reasonable access to Housing Authority resources and staff for Clackamas County voucher holders and (iv) issues related to Clackamas County becoming a Moving to Work jurisdiction.

Each of these issues is of great importance to our client community. Legal Aid would welcome the opportunity to weigh in on these issues, and others that come to light, if this proposal moves forward.

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The concerns about a Moving to Work status for the County's Vouchers arise because Home Forward is one of 33 nationwide "Moving to Work" (MTW) housing authorities and include imposing minimum rents and additional family responsibilities, and allowing exceptions to federal laws, including fair housing.

This could risk the excellent work by you, your staff, and others in the County toward assuring communities that provide real opportunity for employment, education, health care, transportation and other services.

Legal Aid's comments on the PHA annual Plan usually track many of the specific proposals. This year, however, those details are eclipsed by the Consortium proposal so our comments are limited accordingly. This is done in respect of the excellent working relationship and cooperation you and your staff have fostered with Legal Aid and our clients. Legal Aid has confidence that as long as the Housing Authority retains control of its programs, that cooperation will continue to the best result for our clients and the County.

In closing, I again thank you for the good work you are doing and for inviting Legal Aid to comment on these proposed changes to the Housing Authority's Five Year and Annual Plan.

Sincerely,

S/  
Ronald J. Rubino  
Attorney at Law



## Karter, Toni

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**From:** Greene, Debbie  
**Sent:** Thursday, March 15, 2012 1:33 PM  
**To:** Karter, Toni  
**Subject:** FW: Regarding the Proposal to turn Clackamas County's Section 8 Housing Voucher Program to Home Forward:

Toni, I believe this may have come through the HACC general e-mail, but I am not sure because they look the same as e-mail addressed to me.

Deb

---

**From:** Dianna [<mailto:diannarturk@relianceconnects.com>]  
**Sent:** Thursday, March 15, 2012 10:58 AM  
**To:** BCCMail  
**Cc:** Greene, Debbie  
**Subject:** Regarding the Proposal to turn Clackamas County's Section 8 Housing Voucher Program to Home Forward:

I do not support this proposal for the following reasons:

- 1) It would make it more difficult for Clackamas County Residents to access the program.
- 2) Clackamas County residents would not be a priority
- 3) The county would loose control of the program.
- 4) The needs of Multnomah County residents would overshadow the need of our citizens for affordable housing.
- 5) The county would loose the relationships and partnerships that have been forged between property owners, Housing Authority Employees, Clackamas County Social Services and clients. As a Case Manager for Clackamas County (now retired) I found the relationships and partnerships we had formed to be invaluable for our client's and gave us a greater ability to help them to attain a better life.
- 6) It would be very unlikely that the county would bring the program back once it is gone. The costs could prove prohibitive.

This proposal is not advantageous for our needy county residents and you will not be protecting the interests of our citizens if you approve it. The county should be trying to find ways to increase the availability of affordable housing, not sending what little funding is available out of the county and out of the county's control.

Due to prior commitments I was unable to attend today's public hearing.

Thank you for your attention to my concerns regarding this issue.

Sincerely,  
Dianna R. Turk  
PO Box 1468  
Estacada, OR 97023  
(503) 630-2787  
[diannarturk@relianceconnects.com](mailto:diannarturk@relianceconnects.com)

Kathy Trimble, Voice Message received for Public Comment on HACC FY 2012 Draft Annual Plan  
3/15/2012

Ms. Trimble left a voice message expressing her opinion regarding item # 19 in the HACC FY 2012 Draft Annual Plan. Ms Trimble's does not support the proposal to form a consortium with Home Forward. Her preference is for the Housing Authority of Clackamas County to not merge its offices.

March 15, 2012

Clackamas County Board of Commissioners  
2051 Kaen Rd  
Oregon City, OR 97045

Dear Commissioners:

As a member of the HACC Voucher program staff I wanted to attend the meeting today. However, Thursday mornings are when the Housing Authority holds orientation classes for new and moving voucher participants. Since I teach this class I decided to miss the meeting so that I would not create a hardship for clients, landlords, and staff members. I wish to express my full support of both the testifying and attending staff members.

I also want to talk about money. After all, that is what this consortium idea is supposed to be about. The Voucher program costs more than it makes in Federal administration fees. Mr. Anderson has made it clear to Housing Authority staff that he wants to use the money that has traditionally supported the Voucher program (income from the Local Project program) for development.

Over the past three years the Voucher program has run a deficit. Staff has been reduced and various efforts have been made to get the program out of the red, but, currently, we face about a \$200,000 deficit. However, we do have something to show for that deficit. Our staff has kept 1600 families in homes with affordable rent. Many of these families are elderly and disabled. We have made sure that Clackamas County landlords collected rent and kept their units leased. Those landlords paid property taxes and spend money in Clackamas County. I do not think anyone could argue that the portion of Local Project money which was spent to keep the Voucher program going did not produce something of value for the county.

During the same period of time the HACC Development department, an unfunded department, spent more than a million and a half dollars on a futile attempt to redevelop the Clackamas Heights housing project. There is nothing to show for this expenditure. It is simply government funds down the drain, producing nothing of value for the county. Much of this money went to a consulting firm based in Seattle.

As a taxpayer and a government employee I am offended by such extreme risk taking with public funds. I believe development risks of that size and with that low of a chance of success are inappropriate for agencies which have been created to help our most vulnerable residents. I do support using public funds, specifically the Housing Authority's Local Project funds, to keep vital programs like rental assistance under County control. I urge you to support the Housing Authority department that has something to show for the money that was spent.

Thank you for your time.

Sincerely,



Deborah Greene  
Eligibility Specialist  
Housing Authority of Clackamas County

March 1, 2012

Board of County Commissioners  
Clackamas County  
2051 Kaen Road  
Oregon City OR 97045

Dear Commissioners:

As indicated in the January 31, 2012 letter, we are writing an additional letter to participate in the public comment period for the Annual Plan submitted by the Housing Authority of Clackamas County. This letter addresses Item #19 under the Housing Choice Voucher update: "HACC will research and consider a consortium of our Housing Choice Voucher program."


The statements below are carefully considered reasons why the consortium is not in the interest of low-income Clackamas County residents, current Housing Choice Voucher participants, and Clackamas County:

- Loss of control of eleven (11) million dollars of federal funds coming into Clackamas County through the Voucher program.
- Loss of control of over 1,600 Housing Choice Vouchers. There are presently over 5,200 families on the waiting lists for subsidized housing in Clackamas County. The waiting lists have been closed for over two years.
- Lack of knowledge - Home Forward does not have the knowledge of service providers in Clackamas County. HACC has worked hard building relationships with a wide variety of social service providers. Two examples, among many, are: Shelter + Care vouchers for participants with severe mental illness and Preference vouchers for domestic violence victims and homeless families.
- Loss of services to the most vulnerable and needy. HACC has adapted services to participants with special needs. Home Forward staff will not be aware of which families have special needs and may terminate housing assistance for non-compliance.
- Loss of Voucher lease-ups (rentals) in Clackamas County since Home Forward staff is less aware of the rental opportunities in Clackamas County. Over time more Voucher participants would migrate to Multnomah County since Home Forward staff is more familiar with that rental market and services.
- Lack of access - It would be very difficult for many Voucher participants to access the downtown Portland office of Home Forward. Many of the participants lack adequate transportation. This is especially true in rural areas where there is inadequate public transit.
- Lack of adequate customer service - Customer service would not be the same for landlords or participants. HACC has extensive experience working with Home Forward which gives poor service to their Voucher participants and our staff.

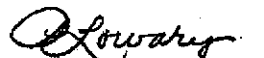
- Cost per unit – When comparing the cost per unit of housing in the Voucher program versus Public Housing, the Voucher program is much more cost effective. Why would the County give away a program that is much cheaper to operate?
- Financial issues – According to rumor, Home Forward is also having financial problems with its housing programs and faces the same problems as HACC.
- Credibility and image of Clackamas County – By transferring a long-time function of County government away from Clackamas County, it appears the County is unwilling to be a responsible partner in the metro area and help meet the needs of its citizens. Examples: Sellwood Bridge, Light Rail, among others.
- Abandoning a long-term program that has consistently qualified for "High Performer" status with HUD.

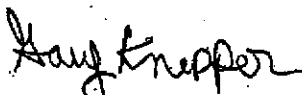
For all of the reasons listed above, we believe the consortium is not in the best interest of Clackamas County or its citizens. Thank you for your time and consideration.


Sincerely,


  
Anita French  
Administrative Analyst II


  
Priscilla Labrado  
Office Specialist II

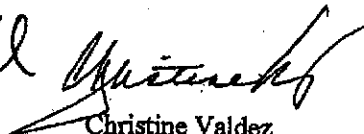
  
Patricia Lowary  
Occupancy Specialist

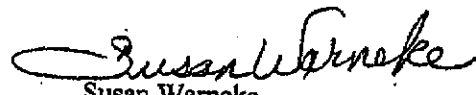
  
Gary Knepper  
Family Self-Sufficiency Specialist

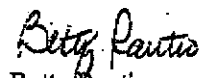
  
Nathaniel Mom  
Occupancy Specialist

  
Andrew Quiroz  
Inspector

  
Donna Mendenhall  
Inspector

  
Christine Valdez  
Occupancy Specialist

  
Susan Warneke  
Office Specialist II

  
Betty Rautio  
Accounting Specialist

  
Deborah Greene  
Eligibility Specialist

March 19, 2012

Ms. Toni Karter  
Housing Services Manager  
HACC  
P.O box 1510  
Oregon City, OR  
97045

Lisa Samuel-Rylander  
17385 Pilkington RD. #5  
Lake Oswego, OR 97035  
(503) 697-9592

Dear Ms. Karter;

I am unable to attend the meeting with the Commissioner regarding the consolidation of HACC with Multnomah County due to my PTSD. I attempted to write something very late last night on the Oregon live page, but it is full of typos and I could not seem to fix them and it was not very clear. I was panicking. So I am sending a hopefully clearer shorter version to you.

I am against merging the Clackamas County Housing Authority with the Multnomah County Housing Authority.

The Housing Authority of Clackamas County helped my child and myself escape an abusing living situation many years ago, and in doing so quite possibly saved our lives.

Since then they have always treated us with both care and respect. I trust them.

I have no clue as to what might happen to us if the counties are merged, and due to my PTSD am terrified of the possibility of this sort of change.

I'd like to send this directly to the Commissioner, but there does not seem to be a way to do so? I am sending this to you in case someone from your department can read it at the next meeting.

HACC 03/20/12 AM 8:01

I am not clear as to what the proposal really means, and even more confused as to why it is being considered at all.

There are a few things that are apparent however.

This does in fact have an impact on two counties: The participants in the program, the employees of the Housing Authority that serve us, and the taxpayers.

Why did the Commissioner not send letters out to participants and landlords regarding this possible consolidation? Perhaps we could have been given an email link to ask questions and respond?

Why were the people who work for the Housing Authority in Clackamas County not fully informed?

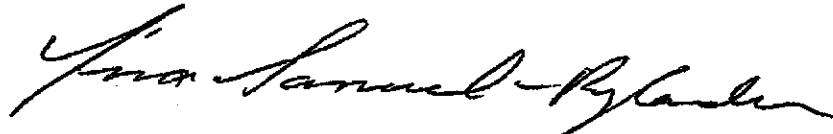
This makes me think that this decision was pre-determined without true thought towards those served, or those that work for the Clackamas County Housing Authority. One should not have to stumble across this on Oregon Live to hear about it.

There are very few opportunities for people to find housing assistance in the Lake Oswego area. I am glad I was able to find one that did. I knew nothing about Lake Oswego when we moved here. I know that my child would have turned out differently had she been raised in Multnomah County, especially in regards to her education.

Clackamas County does have its share of problems, but it does not have the same inner-city feel as Multnomah County. The Clackamas County Housing Authority staff and workers work very hard to tend to the people they serve. They know the population that they work with and do a great job. Why would anyone think this should be changed? I hope the Commissioner drops this proposal.

Thank you.  
Sincerely,

Lisa Samuel-Rylander





3

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

April 5, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

**Updated Staff Report for the Continued Hearing on ZDO-235**

On March 22, 2012 the Board held a public hearing on ZDO-235 a set of legislative text amendments to the Zoning and Development Ordinance. One purpose of those amendments was to standardize the process by which the county approves similar uses in its commercial, industrial, and mixed use zones. Under the current code similar uses are allowed in some, but not all of those zones. Additionally, approval process varies from zone to zone.

As part of the standardization, staff removed language allowing "compatible" uses from the light industrial, general industrial and business park zones. The day before the hearing, an applicant seeking an interpretation that its use was compatible with, but potentially not similar to other uses in the light industrial zoning district submitted an objection to the amendment. Although the interpretation would still have been reviewed under the compatibility language in place at the time the application was submitted, the applicant was concerned that by removing the compatible language, the Board would have effectively said that "compatible" and "similar" mean the same thing, when they may actually have different meanings.

The March 22nd hearing was continued until April 5th for deliberation and decision only. In the interim, staff reviewed and revised the draft. The revised draft leaves in the compatible use provisions. Staff believes this is appropriate because ZDO-235 was meant to standardize and expand potential uses. Leaving in the compatible use language ensures that the county does not inadvertently add restrictions to those zones or create nonconforming uses.

**RECOMMENDATION:**

Staff respectfully recommends the Board adopt ZDO-235 as revised after the March 22 hearing.

Sincerely,

Rhett Tatum  
Assistant County Counsel

For information on this issue or copies of attachments,  
please contact Jennifer Hughes at (503) 742-4518.



ORIGINAL

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MAR 21 2012

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March 21, 2012

Via Hand Delivery  
 Honorable Chair Charlotte Lehan  
 Members of the Clackamas County Commission  
 2051 Kaen Road, Oregon City  
 Oregon, 97045

RE: Proposed Ordinance Amendments ZDO-235 ~~OBJECTION~~

Dear Chair Lehan and Members of the Commission

Tomorrow your Board is set to consider proposed Ordinance-235. This is to let you know that I represent a wholesale trade business (generally described as a wholesale automobile fleet services) in the I-2 zoning district, employing 9 people, called AAA <sup>(all about auto retail & repair, LLC)</sup> and we respectfully wish for you to not adopt the proposed ordinance as written. As you will see below, the proposal eliminates an important substantive land use standard, the elimination of which is, respectfully, harmful to business. We think this is not intended. We apologize that we cannot attend your hearing in person. The hearing is the first day of our spring break (we fly out March 22 as soon as a.m. kindergarten is over as March 23 is a school furlough day, spring break follows). The undersigned will be flying out of state with little people in recognition of the holiday.

We acknowledge that it is not immediately apparent that anyone should be concerned about the proposed ordinance. It sounds innocuous enough to merely centralize the "similar use" provisions. Truly, what the notice of the proposed ordinance describes is not objectionable. But when you actually read what the ordinance says, it is of great concern. We think that because the notice does not describe the effect of the proposed Ordinance, the problem we identify is inadvertent. We think you should pull the matter from the agenda to enable the proposal to be revised to have its stated intended effects. Moreover, there may be other unintended effects; we haven't had much time to spend with this but with one very clear problem, we think this deserves a bit more time for review.

The proposal eliminates the right of a business owner to obtain a planning director interpretation that their business is a permitted use if it is "compatible" with other industrial uses. Specifically, in the County's Light Industrial (I-2) (ZDO 602.03(A)(3)) and General Industrial (I-3) (ZDO 603.03(A)(3)) zones<sup>1</sup>, business owners don't have to show that their use is "similar" only that it is "compatible. Eliminating the right to have a compatible use determination makes a very different, very important and very substantive change to the approvable uses in the County's Light Industrial (I-2) and General Industrial (I-3) zones.

<sup>1</sup> This may adversely affect other zones too; we haven't had time to check.

March 21, 2012

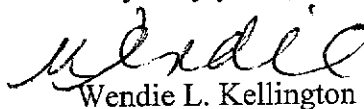
Page 2

Webster's dictionary defines the term "compatible" as follows: "capable of existing together in harmony." On the other hand "similar" means "having characteristics in common: strictly comparable". It is observed that there can be no doubt that the term "compatible" is broader than the term "similar."

We found out about all of this in the context of looking on line at the county's website while putting together an application for a "compatible" use determination. County code enforcement wanted AAA to apply for a compatible use determination and AAA did as asked. Actually, AAA thought it had the requisite interpretation having submitted an application for the same in 2004, with planning then asking for more information, AAA supplying it and then hearing nothing more, AAA assumed its use had been determined to be allowed. AAA did not learn until very recently that was not the case but rather the planner they had been working with died.

AAA's business is identical if not less intense than the other businesses all around it. Admittedly, AAA feels a bit singled out but is hopeful that if the compatible use provisions are maintained, that this unhappy saga can come to a close. If on the other hand the County adopts the proposal, it can be expected that there may be an effort by some to claim the Board interpreted its code to mean that "similar" and "compatible" are the same thing. We don't think that such a result is fair or intended and we respectfully ask the Board be allowed time for some reflection on this topic. Please do not adopt the proposed amendments as written. Thank you for this opportunity to comment.

Very truly yours,



Wendie L. Kellington

WLK:wlk

CC: Client

**File ZDO-235**

**Proposed Zoning and Development Ordinance Amendment**

**Draft Dated 3/28/12**

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

**602 LIGHT INDUSTRIAL DISTRICT (I-2)**

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602.01 PURPOSE

Section 602 is adopted to implement the policies of the Comprehensive Plan for Light Industrial areas.

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

602.02 AREA OF APPLICATION

Property may be zoned Light Industrial District when the site has Comprehensive Plan designation of Light Industrial and the criteria in Section 1202 are satisfied.

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

602.03 PRIMARY USES

A. Uses: The following uses may be established when they comply with Subsections 602.03(B) through (G):

1. Research offices and laboratories, including testing facilities;
2. Corporate headquarters, regional headquarters, and administrative offices but not business service offices identified in Subsection 606.04(C);
3. Warehouse and distribution facilities, manufacturing, and other compatible business and industrial uses, as determined by the Planning Director, that are not listed in Subsection 602.04, 602.06, or 602.07(A). A request for a determination under this subsection shall be processed as an Interpretation pursuant to Subsection 1305.03. Application for an interpretation under this provision shall include a detailed description of the use and operational requirements of the use, approximate number of employees, estimated volume of truck traffic to be generated, a site plan, building elevations, and preliminary landscaping plans;
4. Wireless telecommunication facilities listed in Subsection 835.04, subject to Section 835. These uses shall not be subject to Subsections 602.03(B) through (I); and

5. Indoor recreational facilities for such sports as gymnastics, martial arts, soccer, basketball, and skating. These facilities may be used for instruction, practice, and competitions. Health and fitness clubs are specifically excluded.

B. Site Plan and Design: Structures, circulation, parking, loading, and landscaping shall be designed to:

1. Maximize the use of level, clear land area for buildings and truck maneuvering areas;
2. Preserve significant trees within parking and perimeter areas and near office buildings or areas;
3. Avoid disturbance of slopes, stream corridors, and floodplains;
4. Project a positive image as viewed from public, county, and state roads and freeways;
5. Buffer adjacent residential or commercial areas; and
6. Provide for efficient truck circulation on and off and within the site.

C. Building Types and Design: The use shall occupy only the types of buildings described below:

1. Office buildings having the following characteristics:
  - a. Are designed by an architect for the specific site to accomplish the objectives of Subsection 602.03(B);
  - b. Are generally two or more stories in height;
  - c. Provide for natural light penetration into work areas using such features as windows, skylights, atriums, and courtyards;
  - d. Have distinctive public entrances;
  - e. Use high-image exterior materials and finishes such as masonry, architecturally treated tilt-up concrete, glass, wood, or stucco;
  - f. Devote no more than 20 percent of the floor area exclusively to storage. Uses exempt from this standard include those providing storage and retrieval of records/information, needing additional storage for materials and finished products produced in the same building, and similar uses.
2. Multi-use and multi-tenant buildings having the following characteristics:

- a. Are designed for the specific site to accomplish the objectives of Subsection 602.03(B);
  - b. Are generally one to three stories in height;
  - c. May be designed to facilitate internal alterations to accommodate changes in spatial needs over a period of time (i.e. "flex-space" design);
  - d. Incorporate architectural features, including distinctive entrances to office or lobby areas of the building;
  - e. Provide for natural light penetration into office areas;
  - f. Use exterior materials and finishes such as masonry or tilt-up concrete, with materials such as wood, stucco, or glass panels used to create texture and visual interest; and
  - g. Are designed to accommodate either a number of tenants in one structure, or a single tenant that has various space needs, such as office, research, assembly, and storage.
3. Warehouse and manufacturing buildings having the following characteristics:
- a. Are designed for the specific site to accomplish the objectives under Subsection 602.03(B);
  - b. Are designed to provide large indoor areas to accommodate storage, assembly, processing, or manufacturing activities;
  - c. Accessory office areas within the same structure have windows and are highlighted architecturally;
  - d. Use exterior materials such as tilt-up concrete, masonry, or stucco which are painted, textured, or trimmed to enhance the appearance from the perimeter of the site, except perimeters adjacent to railroad rights-of-way;
  - e. May be used entirely or partially for storage.
- D. Outdoor Storage and Process Areas: No outdoor processes shall be employed in the operation of the business. Waste and recycle receptacles shall be maintained within an enclosed structure. Limited outdoor storage areas shall be allowed, subject to the following criteria:

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1. Outdoor storage may occupy an area equal to or less than the square feet of the ground floor of the building(s) on the same premises. Larger outdoor storage areas shall be subject to Subsection 602.06.
  2. Outdoor storage areas shall be located behind the building, to the rear of the site, and not adjacent to front property lines.
  3. Outdoor storage areas shall be screened with a sight-obscuring fence a minimum of six feet in height. Fencing shall be located behind the perimeter landscaping required under Subsections 602.09(C) and 1009.04.
  4. Equipment, vehicles, materials, and other items located within outdoor storage areas shall be maintained in an orderly fashion and, except large industrial or commercial vehicles and equipment, shall be no higher than the height of the fence.
  5. Outdoor storage areas shall not be used to store waste or recycle materials.
- E. Display Areas: All display of products shall be located within an enclosed building, as provided for accessory uses under Subsections 602.04(A)(12) and (13). No outdoor display areas shall be allowed, except as approved pursuant to Subsection 602.06.
- F. Transportation Requirements: Loading areas shall be readily accessible to large semi-trailer trucks. The use may generate unlimited local and semi-trailer truck service and limited non-employee traffic, with occasional direct sales-related passenger vehicle traffic.
- G. Operational Impacts:
1. The operation of the use shall not produce noise, odors, fumes, gases, or vibration that exceed the standards of the Oregon Department of Environmental Quality.
  2. No hazardous materials in quantities classified under Group H, Division 1 or Division 2 Occupancies under the Oregon Structural Specialty Code shall be stored or used on the premises, except as specifically approved pursuant to Subsection 602.06.

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

602.04 ACCESSORY USES

- A. The following are allowed as accessory uses in the Light Industrial District:
1. Temporary buildings for uses incidental to construction work. Such buildings shall be removed upon completion or abandonment of the construction work;

2. Bus shelters, subject to Section 823;
3. Pedestrian amenities;
4. Solar energy systems;
5. Satellite dishes;
6. Utility carrier cabinets, subject to Section 830;
7. Signs, subject to Section 1010;
8. Employee lounges, indoor recreation areas and facilities and cafeterias catering to employees of the primary use;
9. Outdoor recreational facilities for employees, such as tennis courts, jogging and exercise courses, playfields, and similar uses;
10. Signs identifying the developer, contractor, or real estate agency responsible for leasing or selling land or buildings within the project. Such signs shall be removed upon sale or lease of the premises advertised;
11. Parking structures;
12. Indoor areas for display and sale of products manufactured by the same business occupying the premises, provided that the floor area of such display area constitutes no more than 20 percent of the floor area of the primary use, or no more than 3,000 square feet, whichever is less;
13. Indoor areas for display and wholesale sales of products warehoused or distributed by the same business entity operating the primary use on the premises, provided that the floor area of such display area constitutes no more than five percent of the floor area used for the primary use, or no more than 5,000 square feet, whichever is less. For purposes of this provision, sales of products warehoused or distributed shall not exceed two percent of the annual gross sales attributed to the premises;
14. Warehouse event sales, provided:
  - a. The event sales products being sold are manufactured, warehoused, or distributed as a primary use operating on the premises.
  - b. No more than one warehouse event sale shall occur each calendar month. Sales shall last a maximum of three consecutive days, which shall be Friday, Saturday, Sunday, and/or Monday.
  - c. The event sales shall occur indoors.
15. Cogeneration facilities;

16. Rainwater collection systems;
17. Electric vehicle charging stations; and
18. The temporary storage within an enclosed structure of source-separated recyclable/reusable materials generated and/or used on-site prior to on-site reuse or removal by the generator or licensed or franchised collector to a user or broker.

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

602.05 USES SUBJECT TO REVIEW BY THE PLANNING DIRECTOR

The following use may be approved by the Planning Director pursuant to Subsection 1305.02:

- A. Wireless telecommunication facilities listed in Subsection 835.05, subject to Section 835.

602.06 CONDITIONAL USES

- A. Criteria: Conditional uses may be approved subject to Section 1203 and any applicable provisions of Section 800. In addition, the proposed use:

1. Shall have minimal adverse impact on the appropriate development of primary uses on abutting properties and the surrounding area considering location, size, design, visual appearance, and operating characteristics of the use;
2. Shall not create hazardous, or potentially hazardous, conditions which cannot be contained within the premises in the event of an accident involving hazardous materials or processes; and
3. Shall comply with all standards of Subsection 602.03, except those that prompt the application for a conditional use.

- B. Uses: The following uses are allowed subject to the above criteria:

1. Heliports;
2. Uses involving hazardous substances that exceed the standards of Subsection 602.03(G);
3. Outdoor storage areas that exceed the area limits of Subsection 602.03(D)(1);
4. Outdoor display of products as an accessory use to a primary use of the property. At a minimum, outdoor display areas shall comply with Subsection 603.03(E).



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5. Surface mining, subject to Section 818;
6. Daycare facilities, subject to Section 807;
7. Business or vocational schools and college or university extension facilities;
8. City, county, state, federal, or municipal corporation uses or buildings, telephone exchanges, railroad right-of-way, public utility facilities, fire stations, and associated uses;
9. Indoor or outdoor arenas and stadiums;
10. Radio and television transmission and receiving towers and earth stations, provided that the base of such towers shall not be closer to the property line than a distance equal to the height of the tower;
11. Recycling centers and transfer stations, subject to Section 819; and
- ~~12. Any use that the Hearings Officer finds to be similar to one or more of those specified in Subsections 602.06(B)(1) through (11), but not a use listed as prohibited in Subsection 602.07;~~
- ~~13.~~ 12. Composting facilities, including retail sales and facilities that exceed the outdoor storage area limitations of this section, subject to Section 834.

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

602.07 PROHIBITED AND PREEXISTING USES

- A. Prohibited Uses: The following uses are prohibited in the Light Industrial District (I-2):
1. Uses that do not comply with Subsections 602.03(B) through (G), except as approved pursuant to Subsection 602.06;
  2. Retail commercial uses;
  3. Service commercial uses catering to the general public on-site;
  4. Uses identified as conditional uses in the General Industrial District but not as conditional uses in the I-2 District;
  5. New dwelling units and detached accessory structures to existing dwelling units.
- B. Preexisting Uses:

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

1. Preexisting industrial and business uses that do not conform to the physical and operational requirements of this district shall be subject to Section 1206. In addition, any expansion, alteration, or change of use shall require that the use be brought into conformance with the physical and operational requirements of the I-2 District to the extent possible, as reviewed and approved by the Design Review Committee pursuant to Section 1102.
2. Preexisting single-family dwellings shall be allowed to remodel or expand without review under Section 1206.
3. Any change in the use of a preexisting dwelling shall be subject to all requirements for new developments in this district, except as approved pursuant to Subsection 1204.01.
4. No minimum lot size shall be required for a lot containing a preexisting dwelling. (4/13/06)
5. Preexisting dwellings and their accessory structures shall comply with the setback standards of Section 301.
6. Separate structures for industrial purposes may be approved on the same premises with an existing dwelling, subject to all provisions of Section 602.
7. Preexisting nonconforming commercial uses and all other preexisting uses and structures not allowed by Section 602 shall be subject to Section 1206.

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

602.08 DIMENSIONAL STANDARDS

A. Purpose: The dimensional standards are intended to:

1. Enhance the appearance of the development from public roads and from adjacent properties;
2. Encourage the retention of large sites and their development in a coordinated, pleasing, and efficient manner;
3. Ensure that the minimum operational requirements of the development are provided on-site; and
4. Establish the maximum limits of development.

B. Site Area Requirements: A site area for purposes of this section shall be the total land area to be developed as a unit, prior to the creation of any new parcels or lots within the land area. A site area may be either of the following:

1. A single tax lot, or two or more contiguous tax lots, under the same ownership; or
2. Two or more contiguous tax lots under separate ownership, provided that:
  - a. All individual property owners are members of a group formed for the purpose of developing the properties as a single planned development; and
  - b. All individual tax lot ownerships are converted into development shares, or other satisfactory arrangement, allowing all lots to be combined into one lot prior to any building permit being issued for the project.

C. Site Area Standards: The following standards shall apply:

1. Site Area: Developments shall have a minimum site area of one acre.
2. Preexisting Undersized Site Areas: Developments may be established on a preexisting lot of record of less than one acre provided such development satisfies all other standards of this district.
3. Property line adjustments and divisions of land creating lots less than an average of one acre in size shall be allowed subject to the following criteria:
  - a. Design review approval pursuant to Section 1102 of the overall development plan for the site area, including access, circulation, parking, landscaping, and proposed building locations, shall be required prior to the approval of a property line adjustment or division of land.
  - b. Building permits shall not be issued on any lot within a property line adjustment or division of land approved pursuant to Subsection 602.08(C)(3)(a) until all road and frontage improvements have been installed or bonded pursuant to Section 1104. In addition, maintenance of all parcels shall be required, including mowing and weed control on undeveloped parcels.
  - c. No lot shall be created which is less than 20,000 square feet in area.

D. Setback Requirements:

1. Minimum Front Yard Setback: 20 feet. Structures on corner or through lots shall satisfy the minimum front yard setback on both streets.

2. **Minimum Side and Rear Yard Setbacks:** None required except where such yard abuts a more restrictive district, in which case the minimum setback from the more restrictive district shall be as follows:
    - a. Next to residential districts: 35 feet.
    - b. Next to commercial districts: 15 feet.
    - c. Next to a Business Park district: 20 feet.
  3. **Setback Yard Landscaping:** Within the required front yard setback area, a landscaped strip at least 15 feet wide shall be provided.
- E. **Minimum Street Frontage:** A site area shall have a minimum of 100 feet of street frontage on a public, county, or state access road, except as provided under Subsection 904.02(A).
- F. **Minimum Landscaping Area:** 15 percent of the lot.
- G. **Exceptions to General Requirements:** The requirements of Subsection 602.08 are not subject to modification under Section 900, except where specifically referenced. However, these requirements may be modified pursuant to Section 1205.

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

602.09 DEVELOPMENT STANDARDS

- A. **General:** Development is subject to the applicable provisions of Sections 1000 and 1100.
- B. **Community and Design Plans:** Development within a Community or Design Plan Area identified in Chapter 10 of the Comprehensive Plan shall comply with the specific policies and standards for the adopted Community or Design Plan.
- C. **Fences:** Street perimeter fences or walls shall meet a minimum setback of 15 feet from the front property line. The area between the fence and improved roadway shall be landscaped and maintained pursuant to Section 1009.
- D. **Signing:** Section 1010 and the following shall apply:
  1. **Perimeter Street Signs:** One sign oriented toward offsite traffic may be provided at each public access point from a county or state road. Such signs shall comply with the following requirements:
    - a. Shall not exceed 60 square feet in area;
    - b. Shall not exceed five feet in height; and

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- c. Shall use materials and design elements that are complementary to those used in the development.
- E. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03.

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

**File ZDO-235**

**Proposed Zoning and Development Ordinance Amendment**

**Draft Dated 3/28/12**

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

**603 GENERAL INDUSTRIAL DISTRICT (I-3)**

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603.01 PURPOSE

Section 603 is adopted to implement the policies of the Comprehensive Plan for General Industrial areas.

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

603.02 AREA OF APPLICATION

Property may be zoned General Industrial District when the site has a Comprehensive Plan designation of General Industrial and the criteria in Section 1202 are satisfied.

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

603.03 PRIMARY USES

A. Uses: The following uses may be established when they comply with Subsections 603.03(B) through(G):

1. Research offices and laboratories, including testing facilities;
2. Corporate headquarters, regional headquarters, and administrative offices but not business service offices identified in Subsection 606.04(C);
3. Warehouse and distribution facilities, manufacturing, and other compatible business and industrial uses, as determined by the Planning Director, that are not listed in Subsection 603.04, 603.06, or 603.07(A) or (B). A request for a determination under this subsection shall be processed as an Interpretation pursuant to Subsection 1305.03. Application for an interpretation under this provision shall include a detailed description of the use and operational requirements of the use, approximate number of employees, estimated volume of truck traffic to be generated, a site plan, building elevations, and preliminary landscaping plans;
4. Recycling centers and transfer stations, subject to Section 819;
5. Heavy manufacturing uses;

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

6. Aggregate processing facilities such as concrete and asphalt batch plants, but not mining;
  7. Wireless telecommunication facilities listed in Subsection 835.04, subject to Section 835. These uses shall not be subject to Subsections 603.03(B) through (G);
  8. Truck repair, maintenance, and fueling services; and
  9. Indoor recreational facilities for such sports as gymnastics, martial arts, soccer, basketball, and skating. These facilities may be used for instruction, practice, and competitions. Health and fitness clubs are specifically excluded.
- B. Site Plan and Design: Structures, circulation, parking, loading, and landscaping shall be designed to:
1. Minimize the impacts of outdoor operations, storage, and processes associated with the use;
  2. Maximize the use of level, clear land area for buildings, processes, storage, and truck or equipment maneuvering areas;
  3. Preserve significant trees within perimeter areas and near office buildings or areas;
  4. Screen outdoor storage areas and buffer outdoor processes and equipment in compliance with Subsections 1009.05(C) and 603.03(D); and
  5. Provide for efficient truck circulation on and off and within the site and, where applicable, efficient use of rail service.
- C. Building Types and Design: The use shall occupy only the types of buildings described below:
1. Multi-use and multi-tenant buildings having the following characteristics:
    - a. Are designed for the specific site to accomplish the objectives of Subsection 602.03(B);
    - b. Are generally one to three stories in height;
    - c. May be designed to facilitate internal alterations to accommodate changes in spatial needs over a period of time (i.e. "flex-space" design);
    - d. Incorporate architectural features, including distinctive entrances to office or lobby areas of the building;

- e. Provide for natural light penetration into office areas;
  - f. Use exterior materials and finishes such as masonry or tilt-up concrete, with materials such as wood, stucco, or glass panels used to create texture and visual interest;
  - g. Are designed to accommodate either a number of tenants in one structure, or a single tenant that has various space needs, such as office, research, assembly, and storage.
2. Warehouse and manufacturing buildings having the following characteristics:
- a. Are designed for the specific site to accomplish the objectives under Subsection 603.03(B);
  - b. Are designed to provide large indoor areas to accommodate storage, assembly, processing, or manufacturing activities;
  - c. Accessory office areas within the same structure have windows and are highlighted architecturally;
  - d. Use exterior materials such as tilt-up concrete, masonry, or stucco which are painted, textured, or trimmed to enhance the appearance from the perimeter of the site, except perimeters adjacent to railroad rights-of-way;
  - e. May be used entirely or partially for storage.
3. Silos, towers, and other specialized storage or processing structures typically associated with the use, including metal-sided structures, which have the following characteristics:
- a. Provide windows and canopies, awnings, wood or masonry siding, or other exterior treatment to highlight accessory office areas within the same building, when applicable;
  - b. Use exterior colors which blend with the landscape, such as brown, green, tan, or, in the case of tall structures, such as silos or towers, use light colors that blend with the sky;
  - c. Do not use bright colors, white, or multiple colors, except as specifically approved pursuant to Section 1102 for signs, trim, accents, or to provide visual interest to equipment or structures that are unique to the particular use;
  - d. May be used entirely or partially for storage.



- D. Outdoor Storage and Process Areas: Outdoor storage and process areas shall be allowed subject to the following criteria:
1. Outdoor storage and process areas shall comply with Subsection 603.08(D).
  2. Outdoor storage areas shall be screened with a sight-obscuring fence a minimum of six feet in height and a maximum of 10 feet in height. Fencing shall be located behind the perimeter landscaping required under Subsections 603.09(C) and 1009.04.
  3. Equipment, stockpiles of materials, and other items located within outdoor storage and process areas shall be maintained in an orderly fashion.
  4. Waste materials (by-products which are not further processed or recycled on-premise) shall not be allowed to accumulate in outdoor process areas for more than two weeks, except that waste materials from water treatment facilities or surface water retention facilities may accumulate for such longer period as necessitated by Best Management Practices for the facility.
  5. It shall be demonstrated through engineering and design or monitoring that outdoor storage of waste materials will not negatively impact ground or surface waters.
- E. Display Areas: Outdoor display of finished products shall be allowed provided that outdoor display areas and items on display shall:
1. Not be located where they will block visibility to or from any road or driveway, or block visibility of signs located on adjacent properties;
  2. Be set back at least 10 feet from the front property line, behind the landscaped strip along the frontage;
  3. Be maintained to project an organized and neat appearance at all times;
  4. Not include signs, except those emblems painted on, or permanently attached to, items being displayed; and
  5. Only include finished products manufactured on or distributed from the premises.
- F. Transportation Requirements: Loading areas shall be readily accessible to large semi-trailer trucks. The use may generate unlimited local and semi-trailer truck service and limited non-employee traffic, with infrequent direct sales-related passenger vehicle traffic.
- G. Operational Impacts:

1. The operation of the use shall not produce noise, odors, fumes, gases, or vibration that exceeds the standards of the Oregon Department of Environmental Quality.
2. Except as specifically listed as a conditional use in Subsection 603.06, hazardous materials may be stored or used in quantities classified under Group H, Division 1 or Division 2 Occupancies under the Oregon Structural Specialty Code.

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

603.04 ACCESSORY USES

A. The following are allowed as accessory uses in the General Industrial District:

1. Freestanding office buildings in conjunction with a primary or conditional use;
2. Temporary buildings for uses incidental to construction work. Such buildings shall be removed upon completion or abandonment of the construction work;
3. Bus shelters, subject to Section 823;
4. Pedestrian amenities;
5. Solar energy systems;
6. Satellite dishes;
7. Utility carrier cabinets, subject to Section 830;
8. Signs, subject to Section 1010;
9. Employee lounges, indoor recreation areas and facilities and cafeterias catering to employees of the primary use;
10. Outdoor recreational facilities for employees, such as tennis courts, jogging and exercise courses, playfields, and similar uses;
11. Signs identifying the developer, contractor, or real estate agency responsible for leasing or selling land or buildings within the project. Such signs shall be removed upon sale or lease of the premises advertised;
12. Parking structures;
13. Indoor areas for display and sale of products manufactured by the same business occupying the premises, provided that the floor area of such

display area constitutes no more than 5 percent of the developed site area, or no more than 5,000 square feet, whichever is less;

14. Indoor areas for display and wholesale sales of products warehoused or distributed by the same business entity operating the primary use on the premises, provided that the floor area of such display area constitutes no more than five percent of the floor area used for the primary use, or no more than 5,000 square feet, whichever is less. For purposes of this provision, sales of products warehoused or distributed shall not exceed two percent of the annual gross sales attributed to the premises;
15. Warehouse event sales, provided:
  - a. The event sales products being sold are manufactured, warehoused or distributed as a primary use operating on the premises.
  - b. No more than one warehouse event sale shall occur each calendar month. Sales shall last a maximum of three consecutive days, which shall be Friday, Saturday, Sunday, and/or Monday.
  - c. The event sales shall occur indoors.
16. Cogeneration facilities;
17. Rainwater collection systems;
18. Electric vehicle charging stations; and
19. The temporary storage within an enclosed structure of source-separated recyclable/reusable materials generated and/or used on site prior to on-site reuse or removal by the generator or licensed or franchised collector to a user or broker.

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

603.05 USES SUBJECT TO REVIEW BY THE PLANNING DIRECTOR

The following use may be approved by the Planning Director pursuant to Subsection 1305.02:

- A. Wireless telecommunication facilities listed in Subsection 835.05, subject to Section 835.

603.06 CONDITIONAL USES

- A. Criteria: Conditional uses may be approved subject to Section 1203 and any applicable provisions of Section 800. In addition, the proposed use:

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1. Shall have minimal adverse impact on the appropriate development of primary uses on abutting properties and the surrounding area considering location, size, design, and operating characteristics of the use;
2. Shall not create hazardous, or potentially hazardous, conditions which cannot be contained within the premises in the event of an accident involving hazardous materials or processes; and
3. Shall comply with all standards of Subsection 603.03, except those that prompt the application for a conditional use.

B. Uses: The following uses are allowed subject to the above criteria:

1. Heliports;
2. Uses involving hazardous substances that exceed the standards of Subsection 603.03(G);
3. Surface mining or rock crushing operations, subject to Section 818;
4. Business or vocational schools and college or university extension facilities;
5. City, county, state, federal, or municipal corporation uses or buildings, telephone exchanges, railroad right-of-way, public utility facilities, fire stations, and associated uses;
6. Indoor or outdoor arenas and stadiums;
7. Radio and television transmission and receiving towers and earth stations, provided that the base of such towers shall not be closer to the property line than a distance equal to the height of the tower;
8. Outdoor amusements, including amusement parks, circuses, carnivals, drive-in theatres, and racetracks for autos, dogs, horses, or motorcycles;
9. Wrecking and salvage yards for building materials, autos, trucks, and other equipment, except as prohibited by Subsection 603.07(B)(1)(d);
10. Electrical power production facilities that are not allowed as an accessory use;
11. Petroleum, coal, or other fuel storage, refining, reclaiming, distribution, and wholesale trade. However, except for petroleum storage containers for the exclusive use of on-site fleet vehicles, these uses are prohibited in the Clackamas River Principal River Conservation Area;

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12. Auto repairing, overhauling, painting, washing, body and fender work, and reconditioning;
13. Military reservations and associated uses; and
14. ~~Any use that the Hearings Officer finds to be similar to one or more of those specified in Subsections 603.06(B)(1) through (13), but not a use listed as prohibited in Subsection 603.07;~~
15. 14. Composting facilities, including retail sales, subject to Section 834.

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

603.07 PROHIBITED AND PREEXISTING USES

- A. Prohibited Uses: The following uses are prohibited in the General Industrial District (I-3):
  1. Uses that do not comply with Subsections 603.03(B) through (G), except as approved pursuant to Subsection 603.06;
  2. Retail commercial uses;
  3. Service commercial uses, except those specifically listed as a primary or conditional use;
  4. Freestanding office buildings not in conjunction with a primary use on the same premises; and
  5. New dwelling units and detached accessory structures to existing dwelling units.
- B. Prohibited uses within the Clackamas River Principal River Conservation Area:
  1. Purpose: Certain uses are prohibited within this area because they pose a high risk to surface and groundwater resources and to the Clackamas River which provides public drinking water and habitat for fish and wildlife. Preventative measures are the most effective and economical measures available to protect water quality. Prohibiting large quantities of hazardous materials and hazardous wastes, and prohibiting specific uses that traditionally use these substances, reduces potential harm due to exposure to these substances.
  2. The following uses shall be prohibited within the Clackamas River Principal River Conservation Area:

- a. Manufacture and production of hazardous materials (chemicals listed in SARA TITLE III) and nuclear and radioactive materials;
- b. Uses which use hazardous materials at the bulk plant quantity level;
- c. Uses in the waste-related category and waste collection and transfer facilities that involve hazardous materials;
- d. Salvage and wrecking yards for building materials, autos, trucks, and other equipment;
- e. Wood processing/treatment and composites that include chemical treatment including sap staining (Chromium-Copper-Arsenate [CCA], Creosote, pentachlorophenol [PENTA], furniture stripping or refinishing, and related chemicals);
- f. Battery recycling or reprocessing operations;
- g. Operations that process, reprocess, collect, or store oils containing polychlorinated biphenyls (PCB);
- h. Manufacture/production of petroleum base construction materials (tars, creosote);
- i. Outdoor vehicle salvage, drum container recycling and cleaning, or cleaning operations for commercial truck tankers or rail tankers;
- j. Industrial and commercial dry cleaning plants that use solvents; and
- k. Sewage treatment plants.

C. Preexisting Uses:

1. Preexisting industrial and business uses that do not conform to the physical and operational requirements of this district shall be subject to Section 1206. In addition, any expansion, alteration, or change of use shall require that the use be brought into conformance with the physical and operational requirements of the I-3 District to the extent possible, as reviewed and approved by the Design Review Committee pursuant to Section 1102.
2. Preexisting single-family dwellings shall be allowed to remodel or expand without review under Section 1206.
3. Any change in the use of a preexisting dwelling shall be subject to all requirements for new developments in this district, except as approved pursuant to Subsection 1204.01.

4. No minimum lot size shall be required for a lot containing a preexisting dwelling.
5. Preexisting dwellings and their accessory structures shall comply with the setback standards of Section 301.
6. Separate structures for industrial purposes may be approved on the same premises with an existing dwelling, subject to all provisions of Section 603.
7. Preexisting nonconforming commercial uses and all other preexisting uses and structures not allowed by Section 603 shall be subject to Section 1206.

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

603.08 DIMENSIONAL STANDARDS

- A. Purpose: The dimensional standards are intended to:
  1. Enhance the appearance of the development from public roads and from adjacent properties;
  2. Mitigate potential adverse impacts associated with outdoor processes, storage areas, and other intensive industrial operations and characteristics;
  3. Encourage the coordinated, pleasing, and efficient development of sites;
  4. Ensure that the minimum operational requirements of the development are provided on-site; and
  5. Establish the maximum limits of development.
- B. Site Area Requirements: A site area for purposes of this section shall be the total land area to be developed as a unit, prior to the creation of any new parcels or lots within the land area. A site area may be either of the following:
  1. A single tax lot, or two or more contiguous tax lots, under the same ownership; or
  2. Two or more contiguous tax lots under separate ownership, provided that:
    - a. All individual property owners are members of a group formed for the purpose of developing the properties as a single planned development; and

- b. All individual tax lot ownerships are converted into development shares, or other satisfactory arrangement, allowing all lots to be combined into one lot prior to any building permit being issued for the project.

C. Site Area Standards: The following standards shall apply:

1. Minimum Site Area: one acre
2. Preexisting Undersized Site Areas: Developments may be established on a preexisting lot of record which is less than one acre in size provided such development satisfies all other standards of this district.
3. Property Line Adjustments and Land Divisions: Property line adjustments and divisions of land creating lots less than one acre in size shall be allowed subject to the following criteria:
  - a. Design review approval pursuant to Section 1102 of the overall development plan for the site area, including access, circulation, parking, landscaping, and proposed building locations, shall be required prior to the approval of a property line adjustment or division of land.
  - b. Building permits shall not be issued on any lot within a property line adjustment or division of land approved pursuant to Subsection 603.08(C)(3)(a) until all improvements, irrigation systems, and landscape materials have been installed along street frontages or bonded pursuant to Section 1104.
  - c. No lot shall be created which is less than 20,000 square feet in area.

D. Setback Requirements:

1. Minimum Front Yard Setback: 20 feet. Structures on corner or through lots shall satisfy the minimum front yard setback on both streets.
2. Minimum Side and Rear Yard Setbacks: None required when abutting property zoned I-2 or I-3. When abutting any other zoning district, the minimum setback from the property line adjoining the other district shall be 35 feet. An additional five feet of setback shall be required for each additional 10-foot height increment, or portion thereof, for structures over 35 feet in height.

E. Minimum Street Frontage: A site area shall have a minimum of 100 feet of street frontage on a public, county, or state access road.

F. Minimum Landscaping Area: 15 percent of the lot.



- G. Exceptions to General Requirements: The requirements of Subsection 603.08 are not subject to modification under Section 900. However, these requirements may be modified pursuant to Section 1205.

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

603.09 DEVELOPMENT STANDARDS

- A. General: Development is subject to the applicable provisions of Sections 1000 and 1100.
- B. Community and Design Plans: All development within a Community or Design Plan Area identified in Chapter 10 of the Comprehensive Plan shall comply with the specific policies and standards for the adopted Community or Design Plan.
- C. Fences: Street perimeter fences or walls shall meet a minimum setback of 10 feet from the front lot line. The area between the fence and improved roadway shall be landscaped and maintained pursuant to Section 1009.
- D. Signing: Section 1010 and the following shall apply:
1. Perimeter Street Signs: One sign oriented toward offsite traffic may be provided at each public access point from a county or state road. Such signs shall comply with the following requirements:
    - a. Shall not exceed 60 square feet in area;
    - b. Shall not exceed five feet in height; and
    - c. Shall use materials and design elements that are complementary to those used in the development.
- E. Hazardous Substances Containment Review: This subsection shall apply in the North Bank of the Clackamas River Principal River Conservation Area.
1. Purpose: The intent of hazardous substances containment review is to promote public safety and welfare by ensuring that uses which use hazardous substances locate in appropriate locations and develop in such a manner as to not be a serious threat to the Clackamas River and groundwater.
  2. The following uses traditionally use hazardous substances. If technology is used to minimize risk and impacts to water quality, these uses may be allowed if approved by Clackamas County Water Environment Services through hazardous substances containment review.

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- a. Petroleum storage containers for the exclusive use of on-site fleet vehicle fueling and maintenance and emergency generators;
  - b. Uses that roll, draw, extrude, cast, forge, heat treat, electroplate, plate, anodize, or color ferrous and non-ferrous metals;
  - c. Manufacture and production of paving, roofing, and other construction materials, using asphaltic and petroleum-based coatings and preserving materials; and
  - d. Uses that utilize hazardous substances in less than bulk plant quantities.
- F. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03.

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

File ZDO-235

Proposed Zoning and Development Ordinance Amendment

Draft Dated 3/28/12

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

**606 BUSINESS PARK DISTRICT (BP)**

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606.01 PURPOSE

Section 606 is adopted to implement the policies of the Comprehensive Plan for Business Park areas.

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

606.02 AREA OF APPLICATION

Property may be zoned Business Park District when the site has a Comprehensive Plan designation of Business Park and the criteria in Section 1202 are satisfied.

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

606.03 PRIMARY USES

A. Uses: The following uses may be established when they comply with Subsections 606.03(B) through (H):

1. Research: Research offices and laboratories, including testing facilities;
2. Offices: Corporate headquarters, regional headquarters, and administrative offices. Business service offices identified in Subsection 606.04(C) shall be allowed as accessory uses;
3. Manufacturing Uses: Any manufacturing or assembly use, except primary processing of raw materials;
4. Wireless telecommunication facilities listed in Subsection 835.04, subject to Section 835. These uses shall not be subject to Subsections 606.03(B) through (H);
5. Indoor recreational facilities for such sports as gymnastics, martial arts, soccer, basketball, and skating. These facilities may be used for instruction, practice, and competitions. Health and fitness clubs are specifically excluded; and

6. Any use that the Planning Director finds to be compatible with one or more of those specified above, provided the use satisfies the purposes and performance standards of the Business Park District. In determining the status of a proposed use, the Planning Director shall exclude prohibited uses under Subsection 606.07, conditional uses under Subsection 606.06 and accessory uses under Subsection 606.04. A request for a determination under Subsection 606.03(A)(6) shall be processed as an Interpretation pursuant to Subsection 1305.03. Application for an interpretation under this provision shall include a detailed description of the use and operational requirements of the use, approximate number of employees, estimated volume of truck traffic to be generated, a site plan, building elevations, and preliminary landscaping plans.

B. Site Plan and Design: Structures, circulation, parking, loading, and landscaping shall be designed to:

1. Avoid undue disturbance of significant vegetation, slopes, stream corridors, and floodplains;
2. Incorporate and use significant natural features to enhance the quality of the development and preserve the visual character of the site;
3. Project a positive image as viewed from both inside and outside the site; and
4. Minimize the impact of truck loading and maneuvering areas.

C. Building Types and Design: The use shall occupy only the types of buildings described below:

1. Office Buildings having the following characteristics:
  - a. Are designed by an architect for the specific site to accomplish the objectives of Subsection 606.03(B);
  - b. Are generally two or more stories in height;
  - c. Provide for natural light penetration into work areas using such features as windows, skylights, atriums, and courtyards;
  - d. Have distinctive public entrances;
  - e. Use high-image exterior materials and finishes such as masonry, architecturally treated tilt-up concrete, glass, wood, or stucco;
  - f. Devote no more than 20 percent of the floor area exclusively to storage. Uses exempt from this standard include those providing storage and retrieval of records/information, needing additional storage

for materials and finished products produced in the same building, and similar uses.

2. Multi-use and multi-tenant buildings having the following characteristics:
  - a. Are designed for the specific site to accomplish the objectives of Subsection 606.03(B);
  - b. Are generally one to three stories in height;
  - c. May be designed to facilitate internal alterations to accommodate changes in spatial needs over a period of time (i.e. "flex-space" design);
  - d. Incorporate architectural features, including distinctive entrances to office or lobby areas of the building;
  - e. Provide for natural light penetration into office areas;
  - f. Use exterior materials and finishes such as masonry or tilt-up concrete, with materials such as wood, stucco, or glass panels used to create texture and visual interest;
  - g. Are designed to accommodate either a number of tenants in one structure, or a single tenant that has various space needs, such as office, research, assembly, and storage.

- D. Outdoor Storage and Process Areas: No outdoor storage of materials or products shall be allowed. No outdoor processes shall be employed in the operation of the business. Waste and recycle receptacles shall be maintained within an enclosed structure.
- E. Display Areas: All display areas shall be located within an office, multi-use, or multi-tenant building. No outdoor display areas shall be allowed.
- F. Transportation Requirements: Loading areas shall be located to the side or rear of buildings unless topography, natural features, rail service, or other requirements of this section dictate front-yard loading bays. Loading dock areas shall be recessed, screened, or otherwise designed to buffer this use from adjacent properties and roads. The use shall provide good access to a road of at least a collector classification and shall not draw traffic through a local residential street.
- G. Operational Impacts:
  1. The operation of the use shall not produce noise, odors, fumes, gases, or vibrations that exceed the standards of the Oregon Department of Environmental Quality.

2. No hazardous materials in quantities classified under Group H, Division 1 or Division 2 Occupancies under the Oregon Structural Specialty Code shall be stored or used on the premises, except as specifically approved pursuant to Subsection 606.06.

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

606.04 ACCESSORY USES

The following are allowed as accessory uses in the Business Park District:

- A. Incidental Uses: Structures and uses customarily accessory and incidental to a primary use, such as:
  1. Temporary buildings for uses incidental to construction work. Such buildings shall be removed upon completion or abandonment of the construction work;
  2. Bus shelters, subject to Section 823;
  3. Pedestrian amenities;
  4. Solar energy systems;
  5. Rainwater collection systems;
  6. Electric vehicle charging stations;
  7. Satellite dishes, provided such use is buffered from periphery and internal circulation roads;
  8. Utility carrier cabinets, subject to Section 830;
  9. Signs, subject to Section 1010;
  10. Employee lounges, indoor recreation areas and facilities, and cafeterias;
  11. Outdoor recreational facilities for employees, such as tennis courts, jogging and exercise courses, playfields, and similar uses;
  12. Signs identifying the developer, contractor, or real estate agency responsible for leasing or selling land or buildings within the project. Such signs shall be removed upon sale or lease of the premises advertised;
  13. Parking structures;
  14. Indoor areas for display and sale of products manufactured by the same business occupying the premises, provided that the floor area of such

display area constitutes no more than 10 percent of the floor area of the primary use, or no more than 3,000 square feet, whichever is less; and

15. The temporary storage within an enclosed structure of source-separated recyclable/reusable materials generated and/or used on-site prior to on-site reuse or removal by the generator or licensed or franchised collector to a user or broker.

B. Warehouse Structures: Within a planned business park site area occupying at least 10 acres, separate warehouse or storage structures in conjunction with a primary use may be developed concurrently with or after the primary use provided that:

1. The warehouse shall be located on a site with easy access to periphery roads where impacts on other uses may be minimized, and the use shall satisfy the loading area requirements of Subsection 606.03(F).
2. Such structures shall be compatible with the primary use structure(s) on the site in the use of materials and design.

C. Business Services: Service uses customarily provided within a business park to serve the needs of other businesses shall be allowed when such accessory uses constitute no more than 10 percent of the developed floor area of the development. Such limited uses shall be integrated within structures that also house primary uses. Such uses may include the following:

1. Employment agencies;
2. Real estate offices specializing in commercial or industrial properties; and
3. Delicatessens, pastry shops, cafes, and takeout food services offering breakfast and/or lunch items; and
4. ~~Any use that the Planning Director finds to be similar to one or more of those specified in Subsections 606.04(C)(1) through (3). A request for a determination under Subsection 606.04(C)(4) shall be processed as an interpretation pursuant to Subsection 1305.03.~~

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

#### 606.05 USES SUBJECT TO REVIEW BY THE PLANNING DIRECTOR

The following use may be approved by the Planning Director pursuant to Subsection 1305.02:

- A. Wireless telecommunication facilities listed in Subsection 835.05, subject to Section 835.

606.06 CONDITIONAL USES

- A. Criteria: Conditional uses may be approved subject to Section 1203 and any applicable provisions of Section 800. In addition, the proposed use:
1. Shall have minimal adverse impact on the appropriate development of primary uses on abutting properties and the surrounding area considering location, size, design, and operating characteristics of the use;
  2. Shall not create offensive odor, dust, smoke, fumes, noise, glare, heat, vibrations, or truck traffic that are incompatible with primary uses allowed in this district;
  3. Shall be located on a site occupied by a primary use and/or in a structure that is compatible with the character and scale of uses allowed within the district; and
  4. Shall provide vehicular and pedestrian access, circulation, parking, and loading areas that are compatible with similar facilities for uses on the same site or adjacent sites.
- B. Uses: The following uses are allowed subject to the above criteria:
1. Heliports;
  2. Uses that comply with Subsections 606.03(A) through (G) but require the storage or use of potentially hazardous materials in quantities classified as Group H, Division 1 or Division 2 Occupancies under the Oregon Structural Specialty Code;
  3. Daycare facilities, subject to Section 807;
  4. Business or vocational schools and college or university extension facilities;
  5. City, county, state, federal, or municipal corporation uses or buildings, telephone exchanges, railroad right-of-way, public utility facilities, fire stations and associated uses;
  6. Indoor and outdoor arenas and stadiums;
  7. Radio and television transmission and receiving towers and earth stations, provided that the base of such towers shall be not closer to the property line than a distance equal to the height of the tower;
  8. Destination restaurants that comply with Subsection 1016.05(B)(4) and provide lunch service;



9. Hotels and associated convention facilities, gift shops, and restaurants; and
10. Multi-use developments, subject to Section 1016;

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

606.07 PROHIBITED AND PREEXISTING USES

A. Prohibited Uses: The following uses are prohibited in the Business Park District (BP):

1. Uses that do not comply with Subsections 606.03(B) through (G), except as approved pursuant to Subsection 606.06;
2. Separate warehouse and distribution structures and activities, except as allowed in Subsection 606.04(B);
3. Motor freight terminals;
4. Auto or truck storage or repair;
5. Uses identified as conditional uses in the Light Industrial or General Industrial Districts but not as a conditional use in the BP District;
6. Retail and service commercial uses except as allowed in Subsections 606.04(C) or 606.06(B), which—pursuant to Section 106—may include authorization of uses similar to the uses listed in Subsections 606.04(C) or 606.06(B).

B. Preexisting Uses:

1. Preexisting single-family dwellings shall be allowed to remodel or expand without review under Section 1206.
2. Any change in the use of a preexisting dwelling shall be subject to all *requirements* for new developments in the BP District, except as approved pursuant to Subsection 1204.01.
3. No minimum lot size shall be required for a lot containing a preexisting dwelling.
4. Preexisting dwellings and their accessory structures shall comply with the setback standards of Section 301.
5. All other preexisting uses and structures not allowed by this section shall be nonconforming uses subject to Section 1206.

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

606.08 DIMENSIONAL STANDARDS

- A. Purpose: The dimensional standards are intended to:
1. Assure that developments have a positive image and attractive appearance from within the site, from public roads, and from adjacent properties;
  2. Encourage the retention of large sites and their development in a coordinated, pleasing, and efficient manner;
  3. Ensure that the minimum operational requirements of the development are provided on-site; and
  4. Establish the maximum limits of development.
- B. Site Area Requirements: A "site area" for purposes of this section shall be the total land area to be developed as a unit, prior to the creation of any new parcels or lots within the land area. A site area may be either of the following:
1. A single tax lot, or two or more contiguous tax lots, under the same ownership; or
  2. Two or more contiguous tax lots under separate ownership, provided that:
    - a. All individual property owners are members of a group formed for the purpose of developing the properties as a single planned development; and
    - b. All individual tax lot ownerships are converted into development shares, or other satisfactory arrangement, allowing all lots to be combined into one lot prior to any building permit being issued for the project.
- C. Site Area Standards: The following standards shall apply:
1. Minimum Site Area: Developments shall have a minimum site area of three acres.
  2. Preexisting Undersized Site Areas: Developments may be established on a site of less than three acres if the site is physically separated from all other undeveloped or underdeveloped properties in this district.
  3. Property Line Adjustments and Land Divisions: Design review approval pursuant to Section 1102 of the overall development plan for the site area, including access, circulation, parking, landscaping, and proposed building locations, shall be required prior to the approval of a property line adjustment or division of land.

- D. Setback Requirements: For purposes of Section 604, a "perimeter access road" shall be any state, county, or public road that provides access to the site area, and an "internal circulation road" shall be any public or private roadway that provides direct access to more than one use, building, or parcel within a site area but not including connecting driveways within or between parking areas.
1. Minimum Rear and Side Perimeter Access Road Setbacks: A minimum 30-foot setback shall be maintained between structures in a development and any perimeter access road, except:
    - a. An additional five feet of setback shall be required for each five feet, or portion thereof, of building height over 35 feet.
    - b. No setback shall be required between a structure and any railroad right-of-way.
  2. Maximum Front Yard Setback: 20 feet for buildings at or near a transit stop along a major transit street, as more specifically set forth in Section 1005.
  3. Minimum Perimeter Side and Rear Yard Setbacks: A 20-foot setback shall be required between any structure and a side or rear perimeter line, except when a site area abuts an Urban Low Density Residential zoning district. A 50-foot setback shall be required between any structure and the boundary of the residential zoning district.
  4. Minimum Internal Site Setbacks: A 20-foot setback shall be required between buildings within a site area and between any building and an internal circulation road.
  5. Perimeter Landscaping: Within the perimeter setback, a landscaped strip at least 20 feet wide shall be provided.
- E. Minimum Street Frontage: A site area shall have a minimum of 100 feet of street frontage on a public, county, or state perimeter access road.
- F. Minimum Landscaping Area: 20 percent of the lot.
- G. Maximum Building Height: 55 feet.
- H. Exceptions to General Requirements: The requirements of Subsection 606.08 are not subject to modification under Section 900. However, these requirements may be modified pursuant to Section 1205.

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

606.09 DEVELOPMENT STANDARDS

CLACKAMAS COUNTY ZONING AND DEVELOPMENT ORDINANCE

All development is subject to Sections 1000 and 1100 and Subsections 606.03(B) through (G). In addition, the following shall apply:

- A. General: Development is subject to the applicable provisions of Sections 1000 and 1100.
- B. Master Plan: All developments within the Business Park District shall be reviewed and developed under a master plan which addresses the performance standards of Section 606 and Section 1000.
- C. Community and Design Plans: All development within a Community or Design Plan Area identified in Chapter 10 of the Comprehensive Plan shall comply with the specific policies and standards for the adopted Community or Design Plan.
- D. Fences: Street perimeter fences or walls and guard posts shall meet a minimum setback of 30 feet and shall be of a material, color, and design complementary to the development and to adjoining properties and public access roads.
- E. Signing: Section 1010 and the following shall apply:
  - 1. Perimeter Street Signs: One sign oriented toward offsite traffic may be provided at each public access point from a county or state road. Such signs shall comply with the following requirements:
    - a. Shall not exceed 60 square feet in area;
    - b. Shall not exceed five feet in height;
    - c. Shall use materials and design elements that are complementary to those used in the development.
- F. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03.

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

COPY

Cindy Becker, Director

April 5<sup>th</sup>, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract with Tri-County Metropolitan Transportation  
District of Oregon For Operating Expenses of  
The Mountain Express Bus Service in the Hoodland Area**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a contract with Tri-County Metropolitan Transit District of Oregon (TriMet) for operating expenses for the Mountain Express bus service in the Hoodland area.

Clackamas County Social Services (CCSS) has assumed the role of fiscal agent to allow for the continuation of the Mountain Express community bus service in the Villages at Mt. Hood. Oregon Department of Transportation requires that, in order for a program to receive certain types of Federal transportation funding, the recipient must be a transit district or unit of local government.

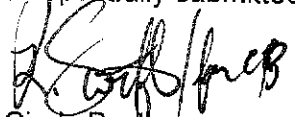
CCSS has been approved to receive Special Transportation formula funds. TriMet contracts for these funds on behalf of the state based on local recommendations for funded projects. These state funds are used for operating expenses and focus on providing transit services for seniors and person with disabilities. The Mountain Express currently provides over 1,800 rides per month to residents of the Hoodland area. Approximately 12% of those riders are seniors and persons with disabilities.

The total amount of the contract is \$12,018. The grant has no effect on staffing. No County General Funds are involved.

**Recommendation**

Staff recommends the approval of this contract and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Cindy Becker  
Director

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

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
AGREEMENT 12-0806  
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION  
SPECIAL TRANSPORTATION FORMULA FUNDS  
ODOT GRANT AGREEMENT NO. 27588**

**PARTIES:**

1. The Tri-County Metropolitan Transportation District of Oregon ("TriMet")
2. Clackamas County Social Services ("Provider")

**RECITALS:**

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Section (Section), Oregon Transportation Network Special Transportation Formula Funds (STF) for the purposes set forth at ORS 391.830(4). Provider submitted a Project Proposal for STF funding (Project) set forth in Exhibit A to this Agreement, which has been approved by the Oregon Transportation Commission and ODOT in the maximum amount of \$12,018 under the terms and conditions of the attached and incorporated State Grant Agreement No. 27588 (Grant Agreement).
2. Pursuant to OAR 732-005-0061, TriMet and Provider enter into this Agreement for the sole purpose of disbursing the approved STF funds to Provider for Provider's accomplishment of the Project.

**AGREEMENTS:**

**1. General**

Provider agrees that the Project described in Exhibit A is subject to and shall be executed in accordance with the terms of this Agreement which includes and incorporates by reference the terms and conditions of the Grant Agreement, ORS 391.800 through 391.830, and OAR Chapter 732 Divisions 5 and 10, as may be amended. In the event of a conflict among the terms of Exhibit A and any other provision of this Agreement, the other provisions of this Agreement shall control. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the funds, and shall be amended to incorporate those changes.

Provider shall comply with all requirements and obligations applicable to the "STF Agency" set forth in the Grant Agreement, including but not limited to STF Agency Obligations Paragraphs (A) through (J), except: (a) Terms of Agreement, Paragraphs 1 through 4; State Obligations, (A) and (B); Termination (A) through (C); General Provisions, Paragraphs A through H of the Grant

Agreement. Provider shall provide copies to TriMet's Project Manager of all documentation required to be submitted to the State under this Agreement.

Provider shall not be relieved of any responsibility for performance of Provider's duties under this Agreement, regardless of any subcontract entered into. Provider shall require any subcontractor performing services under this Agreement to comply with ORS 391.800 through 391.830, OAR Chapter 732 Divisions 5 and 10, as may be amended, and this Agreement and shall enter into a written agreement with each subcontractor that incorporates those requirements. Provider shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Provider: Paragraphs 2 through 4, and 8(B).

**2. Records Retention/Inspection**

Provider shall retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, and generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations to the extent applicable. Provider shall ensure that each of its subrecipients and subcontractors complies with these requirements. Provider acknowledges and agrees that the State of Oregon, the Secretary of State's Office of the State of Oregon, TriMet, and their duly authorized representatives shall have access to the books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or such longer period as may be required by applicable law following the later of (1) the expiration date of this Agreement or (2) the date of conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

In accordance with the foregoing, Provider and any organization acting on the Provider's behalf shall make copies of applicable records available to TriMet or its authorized representative upon their request.

**3. Audit Requirements/Financial Management Procedures**

STF funds disbursed by this Agreement shall be specifically addressed in Provider's annual audits. If requested by TriMet, Provider shall provide TriMet with a copy of those audit reports. TriMet may request additional information including, but not limited to, audits of specific projects or services. Provider will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732.

**4. Reporting Requirements**

Provider shall submit monthly cost and performance data to TriMet via posting on the web-based Elderly and Disabled Transportation Monthly Performance system. The reporting period shall commence on the date TriMet disburses any STF funds to Provider. Reports shall be due within 45 days following the end of each month, or as otherwise directed by TriMet. TriMet may require additional reporting information from the Provider, in TriMet's sole discretion.

**6. Withholding of Funds**

TriMet may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs or this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the STF. Provider shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Provider, and shall, upon breach of conditions that require TriMet to return funds to the Section, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid plus any additional costs incurred by TriMet.

**7. Discrimination Prohibited/Compliance with Laws**

Provider certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Provider receives STF funds. Provider shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Provider shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and FTA regulations at 49 CFR Parts 37 and 38.

**8. Independent Contractor/Indemnification**

(A) Provider is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Provider shall have sole control and supervision over the manner in which the Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, are officers, employees or agents of TriMet as those terms are used in ORS 30.265. Neither Provider, nor its directors, officers, employees, subcontractors or volunteers, shall hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.



(B) To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Provider, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

(C) To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages losses or expenses, including attorneys fees , arising from a tort, as now or hereafter defined in ORS 30.260, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider, its officers, agents, employees or subcontractors.

Neither Provider nor Provider's contractors, nor any attorney engaged by Provider or any of Provider's contractors, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election, assume its own defense and settlement in the event that it determines that Provider is not adequately defending the State of Oregon's interests, or that an important governmental principal is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Provider if the State of Oregon elects to assume its own defense.

#### **9. Workers Compensation**

Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. Provider shall indemnify TriMet including reasonable attorneys fees for breach of this provision.

#### **10. Insurance**

While this Agreement is in effect, Provider, its subcontractors, if any, and all employers working under this Agreement shall purchase and maintain the insurance described in this Paragraph. Prior to commencement of work under this Agreement, Provider shall furnish to TriMet a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider's obligation to maintain such insurance. Provider shall indemnify TriMet for any liability or damages that TriMet may incur due to Provider's failure to purchase or maintain the required insurance.

Provider shall be responsible for payment of all premiums and deductibles. Insurance shall be

maintained of the types and in the amounts described below:

(1) **Commercial General Liability/Excess Liability Insurance**

Provider shall maintain commercial general liability (CGL) or excess liability coverage with a limit of not less than \$1,000,000 each occurrence.

(2) **Business Auto Liability Insurance**

Provider shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

(3) **Workers Compensation Insurance**

Provider shall maintain workers compensation and employer's liability insurance. The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.

(4) **The insurance required under subparagraphs (1) and (2) above of this Paragraph shall:**

Include TriMet, the State of Oregon, including the Oregon Department of Transportation, the Oregon Transportation Commission, and each of their respective directors, officers, agents, and employees as additional insureds with respect to work or operations connected with the Agreement, and

Require the insurer to give TriMet not less than thirty (30) days notice prior to termination or cancellation of coverage.

(5) **If authorized by law, Provider may self-insure for the insurance coverages and amounts required by this Paragraph 10. Provider must require any of its subcontractors under this Agreement to provide the insurance coverages and amounts required by this Paragraph 10. Providers that are self-insured need to provide written evidence to TriMet of adequate self-insurance reserves.**

**11. Vehicle/ Operator Requirements**

Provider shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Provider shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Provider shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for operators.

Vehicles and other capital items purchased by Provider with State funds shall be maintained and operated in accordance with maintenance and inspection schedules provided by the manufacturer, or other documented maintenance plan.

**12. Termination/Suspension**

TriMet may terminate or suspend this Agreement, in whole or in part, effective upon delivery of written notice to Provider, or at such later date as may be established by TriMet, under any of the following conditions, but not limited to these conditions:

- (a) If Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- (b) If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from TriMet fails to correct such failures within 10 days or such longer period as TriMet may authorize;
- (c) If TriMet fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if TriMet determines to terminate or suspend this Agreement for its own convenience;
- (d) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (e) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds either permanently or for a period of time;
- (f) Provider takes any action pertaining to this Agreement without the approval of TriMet and which under this provisions of this Agreement would have required the approval of TriMet; or
- (g) Provider is in default under any provision of this Agreement.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**13. Funding**

- 1. After execution of this Agreement and receipt by TriMet of STF funds from the Section, TriMet will disburse to Provider STF funds in the approved amounts in accordance with the terms of this Agreement. Notwithstanding any other provision of this Agreement (and specifically Exhibit A and the Grant Agreement), the maximum amount of funds to be disbursed to Provider shall be \$12,018.

**14. Term**

This Agreement shall commence January 27, 2012, and shall expire on June 30, 2013 or upon TriMet's acceptance of Provider's final quarterly report, whichever is sooner, unless the Agreement is terminated earlier as provided in this Agreement.

**15. Communications**

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:  
Ms. Claire Potter  
Director, Financial Services  
TriMet  
4012 S.E. 17<sup>th</sup> Avenue  
Portland, Oregon 97202  
FAX: (503) 962-6463

Provider:  
Teresa Christopherson  
Clackamas County Social Services  
P.O. Box 2950  
Oregon City, OR 97045  
FAX: (503) 655-8889

**16. No Third Party Beneficiary**

TriMet and Provider are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**17. Assignment/Subcontracts**

Provider may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

**18. Jurisdiction**

This Agreement shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and the venue of the Multnomah County Circuit Court.

**19. Mediation**

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

**20. Entire Agreement/Authority**

This Agreement and the Attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by TriMet of that or any other provision.

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

The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**Provider:**

Clackamas County Social Services

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

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

Address: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

**Tri-County Metropolitan Transportation District of Oregon (TriMet):**

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

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

Date of Execution: \_\_\_\_\_



Cindy Becker  
Director

COPY

April 5, 2012

Board of Commissioners  
Clackamas County

Members of the Board

**Approval of an Acute Inpatient Psychiatric Services Agreement with  
Providence Health and Services for  
Acute Inpatient Psychiatric Services and Acute Outpatient Mental Health Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of an Acute Inpatient Psychiatric Services Agreement with Providence Health and Services dba Providence St. Vincent Medical Center and Providence Portland Medical Center for Acute Inpatient Psychiatric Services and Acute Outpatient Mental Health Services to Oregon Health Plan (OHP) members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are OHP members capitated to Clackamas County. The previous agreement was reviewed and approved by the Board of County Commissioners on June 11, 2009.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective April 1, 2012 and terminates on December 31, 2012. The agreement is retroactive due to extensive negotiations with the contractor.

**Recommendation**

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

Respectfully submitted

  
Cindy Becker  
Director

For information on this issue or copies of attachments,  
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

## ACUTE INPATIENT PSYCHIATRIC SERVICES AGREEMENT

This Acute Inpatient Psychiatric Services Agreement is between Clackamas County acting by and through its Department of Human Services, Behavioral Health Division, hereinafter called "COUNTY" and Providence Health and Services, dba Providence St. Vincent Medical Center and Providence Portland Medical Center, hereinafter called "CONTRACTOR".

### AGREEMENT

#### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This Agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

#### 2.0 Term

Services provided under the terms of this Agreement shall commence upon the Effective Date of **April, 1<sup>st</sup>, 2012**. This agreement shall terminate December 31, 2012 unless terminated by one or both parties as provided for below. This Agreement may be renewed annually and amended by mutual consent of both parties.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit B, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.3 Financial Records. CONTRACTOR and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

#### 4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this Agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. CONTRACTOR shall comply with OAR 410-

120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Special Federal Requirements. Common rule restricts lobbying (Volume 55, No. 38 of Federal Register February 1990).

4.3 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this Agreement.

4.4 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.5 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

## 5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this Agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

### 5.2.1 Commercial General Liability

Required by COUNTY                       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR'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 it.

### 5.2.2 Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" 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.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish 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 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.

5.2.4 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured, if applicable.

5.2.5 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.

5.2.6 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until 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 expiring.

5.2.8 Independent Contractor Status. The service or services to be rendered under this Agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

5.3 Controlling State Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried in Clackamas County, Oregon.

5.4 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 CONTRACTOR and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

5.7 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.

5.8 Oregon Constitutional Limitations. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

5.9.1 CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this Agreement.

b. To the extent required under applicable law, all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this Agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this Agreement.

5.9.3 CONTRACTOR shall pay employees at least time and a half for all overtime work performed under this Agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.10 Integration. This Agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

## 6.0 Term and Termination

6.1 Termination Without Cause. This Agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this Agreement effective upon thirty (30) business days written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding authorized by this Agreement.

6.2.2 The termination, suspension or expiration of the MHO Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the Agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that CONTRACTOR has endangered or is endangering the health or safety of Clients, staff or the public. CONTRACTOR shall ensure the orderly and reasonable transfer of care in progress with Clients and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of CONTRACTOR, or the lapse, relinquishment, suspension, expiration, cancellation or termination of CONTRACTOR's insurance as required in this Agreement.

6.2.6 CONTRACTOR's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage CONTRACTOR's affairs, or the judicial declaration that CONTRACTOR is insolvent.

6.2.7 If CONTRACTOR fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within thirty (30) business days or such longer period as COUNTY may authorize. Likewise, CONTRACTOR may terminate this Agreement upon written notice if COUNTY fails to perform any of the provisions of this Agreement, or fails to pursue the work of the Agreement in accordance with its terms, and after receipt of written notice from CONTRACTOR fails to correct such failures within thirty (30) business days.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this Agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.4 Transition. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Agreement with respect to Clients under care of CONTRACTOR to the date of termination.

#### 6.5 Force Majeure

Neither Contractor nor the County shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond either Contractor's or County's reasonable control. Contractor or County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance obligations under this Contract.



  
Nancy Drury  
Director

**DEPARTMENT OF EMPLOYEE SERVICES**

April 5, 2012

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

Board of Commissioners  
Clackamas County  
Members of the Board

**RENEWAL OF SERVICE AGREEMENT WITH  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
FOR THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012.**

Each year at renewal time, Kaiser provides the County with the contract changes for the following contract (calendar) year. These contract changes are reviewed and approved where necessary by the Benefits Review Committee and by the Board of County Commissioners in a study session. It is not until several months before the actual contract documents are provided by Kaiser.

The attached face sheets update the service agreement between Clackamas County and Kaiser Foundation Health Plan of the Northwest are for the current plan year. These face sheets describe the agreement and premiums negotiated with Kaiser in the past for medical, vision and prescription drug coverage for the 2012 plan year. The renewal premiums were reviewed and approved by the Board of County Commissioners at their October 4, 2011 Study Session.

The purpose of placing the face sheets on the agenda is to obtain the Chair's signature prior to recording the complete and official documents.

County Counsel has approved the face sheets and service agreement.

Due to the length of the contract documents, complete sets are on file at the Department of Employee Services.

**RECOMMENDATION:**

**Approve the changes to the service agreement with Kaiser Foundation Health Plan of the Northwest for 2012 plan year.**

Sincerely,



Carolyn Williams  
Benefits Manager

For information on this issue or copies of attachments please contact:  
Carolyn Williams at (503) 742-5470

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Nancy Drury  
Director

DEPARTMENT OF EMPLOYEE SERVICES

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

April 5, 2012

Board of Commissioners  
Clackamas County  
Members of the Board

**APPROVAL OF EMPLOYER GROUP CONTRACT WITH  
PROVIDENCE MEDICARE HEALTH PLANS  
EFFECTIVE JANUARY 1, 2012**

Each year at renewal time, Providence provides the County with the contract changes for the following contract (calendar) year. These contract changes are reviewed and approved where necessary by the Benefits Review Committee and by the Board of County Commissioners in a study session. It is not until several months, or in some cases years, before the actual contract documents are provided by Providence.

The attached Medicare Contract Documents between Clackamas County and Providence Health Plan are for the current plan year. These contracts describe the agreement and premiums negotiated for the Providence Medicare Advantage and Supplement plans for the 2012 plan year. The renewal premiums were reviewed and approved by the Board of County Commissioners at their October 4, 2011 Study Session.

The purpose of placing the contracts on the agenda is to obtain the Chair's signature prior to recording the complete and official contract documents.

The Medicare Contracts have been reviewed and approved by County Counsel.

Due to the length of the contract documents, a complete set is on file with the Department of Employee Services.

**RECOMMENDATION:**

**Approve the Employer Group Contract with Providence for the Medicare Advantage and Supplement Health Plans for the 2012 plan year.**

Sincerely,

Carolyn Williams  
Benefits Manager

For information on this issue or copies of attachments please contact  
Carolyn Williams at (503) 742-5470.

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## 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/>

**Thursday, March 8, 2012 – 10:00 AM**

**Public Services Building - 2051 Kaen Road, Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard  
Commissioner Ann Lininger  
Commissioner Paul Savas  
Commissioner Jamie Damon

**EXCUSED:** Commissioner Charlotte Lehan

Commissioner Lehan is out of the office today and Commissioner Bernard will serve as Chair.

### **I. CALL TO ORDER**

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

Chair Bernard stated we would like to begin the meeting with an update regarding the upcoming closer of Hwy 213 near I-205. Nancy Kraushaar, Public Works Director for the City of Oregon City is her today to give this update. I would like to add this as the first item on the agenda.

#### **MOTION:**

Commissioner Lininger: I move we approve the order of the March 8, Business Meeting agenda as amended.

Commissioner Damon: Second.

Chair Bernard – all those in favor/opposed:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

Nancy Kraushaar, Public Works Director for the City of Oregon City gave a brief update on the Jughandle project at Hwy. 213 and I-205.

### **II. DISCUSSION ITEM**

#### **Department of Emergency Management**

##### 1. Promulgation of the Clackamas County Emergency Operations Plan

Nancy Bush, Emergency Management stated the County is required to have an Emergency Operations Plan (EOP) that is promulgated every five years. The last time the EOP was promulgated by the Board was in 2006; therefore it is time again to promulgate the EOP. To promulgate the EOP is to make it a legal document within the County, which will be used as guidance for planning, response, recover, and mitigation activities related to declared and undeclared disasters or events. Staff recommends the BCC promulgate the Clackamas County Emergency Operations Plan.

*~Board Discussion~*

#### **MOTION:**

Commissioner Damon: I move we promulgate the Clackamas County Emergency Operations Plan.

Commissioner Savas: Second.

Chair Bernard – all those in favor:

Commissioner Damon: Aye.  
Commissioner Savas: Aye.  
Commissioner Lininger: Aye.  
Chair Behan: Aye.  
Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

### **III. CITIZEN COMMUNICATION**

1. Yvonne Lazarus, Oak Grove – concerned about the Sequoia trees along McLoughlin – she asked when the 25 million issue will be on the agenda.
2. Les Poole, Oak Grove – Milwaukie light rail, and several misc. issues.
3. Sonja Pauli, Milwaukie – asked the Board to put a measure on the May ballot – against Agenda 21.
4. Maryanna Moore, Gladstone – Gladstone library – light rail.
5. Mack Woods, Canby – he helped gather signatures for the light rail issue.

### **IV. CONSENT AGENDA**

#### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.  
Commissioner Lininger: Second.  
Chair Bernard – all those in favor:  
Commissioner Damon: Aye.  
Commissioner Savas: Aye.  
Commissioner Lininger: Aye.  
Chair Behan: Aye.  
Chair Bernard – all those opposed: - The Ayes have it and the motion carries.

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

1. Approval of a Behavioral Health Services Agreement with CODA, Inc. for Outpatient Substance Abuse Services, Outpatient Mental Health Services, and Intensive Treatment and Recovery Services - BH
2. Approval of a Professional, Technical, and Consultant Service Contract with CODA, Inc. for an Alcohol and Drug Housing Assistance Pilot Program - BH
3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. for Community Mental Health Provider Services - BH
4. Board Order No. **2012-18** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233* – BH
5. Approval to Apply for the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Fiscal Year 2012 Adult Drug Court Discretionary Grant Programs- BH

#### **B. Department of Transportation & Development**

1. Board Order No. **2012-19** Declaring an Emergency for the Bear Creek/Barnards Road Culvert Replacement Project



**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Department of Emergency Management**

1. Approval of Local Grant Agreements with Subgrantees for the Fiscal Year 2009- Urban Area Security Initiative Grant

**V. WATER ENVIRONMENT SERVICES**

1. Acceptance of an Easement on behalf of Tri-City Service District for the Holly Lane Culvert Replacement
2. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:00 AM**

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

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

# Clackamas County Sheriff's Office

"Working together to make a difference"



**CRAIG ROBERTS, Sheriff**  
**DAVID KIRBY, Undersheriff**

9

April 5, 2010

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to enter into an Intergovernmental Agreement Between Clackamas County Sheriff's Office and the State of Oregon ODOT to Participate in the Motor Carrier Safety Assistance Program (MCSAP)

In 2004, more than 5,000 people died in large truck crashes, with nearly 4,000 of those being the result of passenger vehicles and trucks colliding. To help reduce these crashes and fatalities, Congress directed the Federal Motor Carrier Safety Administration and the National Highway Traffic Safety Administration to work together to educate motorists on how to share the road safely with commercial motor vehicles. This Intergovernmental Agreement will provide funds for the Clackamas County Sheriff's Office to use selective enforcement on aggressive cars and trucks which operate unsafely in the vicinity of commercial vehicles.

The identified problems with unsafe driving behaviors may include, but are not limited to: lack of seatbelt use in commercial vehicles, unsafe lane changes, tailgating, failing to signal lane changes, failing to yield the right of way, speeding and aggressive driving. A 2006 study found that only 59% of Commercial Motor vehicle drivers wear seatbelts.

This project is a continuation of a project which began in May, 2008.

The total project cost is \$117,466.15. CCSO match is 20% or a maximum of \$17,500 which will be in the form of a soft match for supervisor time, gasoline and currently uncompensated Truck Inspections. The agreement covers purchases made and services to be performed during the period during this Federal Fiscal year ending September 30, 2012. All equipment purchases, enhancements and maintenance are covered by the Grant. ODOT will reimburse CCSO for actual costs incurred for each truck inspection and citation warning.

County Counsel has approved this IGA.

Sincerely,

  
Matt Ellington  
Undersheriff

## INTERGOVERNMENTAL AGREEMENT

Motor Carrier

Motor Carrier Safety Assistance Program Federal Fiscal Year 2012

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Motor Carrier Transportation Division, hereinafter referred to as "ODOT," and CLACKAMAS COUNTY, by and through its Sheriff's Office, hereinafter referred to as "CCSO," both herein referred to individually or collectively as "Party" or "Parties."

### RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0115, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. CCSO wishes to have a certain number of its employees remain or become authorized representatives for purposes of ORS 825.250(2). Further, CCSO wishes to receive federal fund reimbursement for approved Motor Carrier Safety Assistance Program (MCSAP) activities conducted at the request of ODOT.
4. ODOT wishes to enter into agreements with participating agencies in order to ensure that highway safety is enhanced through uniform commercial motor vehicle inspections conducted statewide.

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

### TERMS OF AGREEMENT

1. Under such authority, ODOT wishes to retain the services of CCSO to perform the work described in this Agreement.
2. Total Project cost is \$117,466.15, including CCSO's twenty (20) percent matching fund requirement and MCSAP Maintenance of Effort (MOE) requirement. ODOT's payments to CCSO under this Agreement will be based on actual costs related to the MCSAP activities detailed in FUNDED SELECTIVE ENFORCEMENT WORK below. Program payments will be made solely from federal funds and shall not exceed \$70,000. No state funds are obligated under this Agreement. CCSO shall be responsible for any nonparticipating costs and Project costs beyond the estimate.
3. Reimbursements will be made by ODOT on a basis of first obligations. The first \$27,106.15 of MCSAP eligible expenses will satisfy the MCSAP MOE requirement and will not be reimbursed.

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All subsequent reimbursements will be on an 80/20 [80 percent of billed amounts will be compensated] basis to ensure matching efforts are complete.

4. ODOT considers CCSO a sub-recipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this work is 20.218, National Motor Carrier Safety.
5. ODOT and CCSO agree that their authorized inspection representatives, certified as commercial vehicle inspectors, as defined by OAR 740-100-0015, by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
6. ODOT and CCSO agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the Commercial Vehicle Safety Alliance (CVSA).
7. The North American Uniform Inspection Out-of-Service Criteria standards are adopted into Oregon law by ODOT under:
  1. OAR 740-100-0090, Part I - Driver.
  2. OAR 740-100-0070, Part II - Vehicle.
  3. OAR 740-100-0080, Part III - Hazardous Materials.
8. For Ticketing Aggressive Cars and Trucks (TACT) activities, ODOT agrees to pay up to \$35,000. Payments will be made from federal funds for services outlined in Paragraph 2 under FUNDED SELECTIVE ENFORCEMENT WORK. No state funds are obligated for this activity. TACT activities must be pre-approved by ODOT.
9. This Agreement covers services performed, and purchases made, during the period from October 1, 2011, through September 30, 2012. The payment for work completed may be made through December 31, 2012, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**FUNDED SELECTIVE ENFORCEMENT WORK**

**ODOT agrees to reimburse CCSO for:**

1. Performing Commercial Vehicle inspections in accordance with the Level I, II, III, and IV standards.
2. Participating in selective TACT enforcement exercises primarily directed at non-Commercial Motor Vehicle (CMV) drivers whose behaviors create operational hazards for CMVs. It is understood that officers may also encounter violations committed by CMV drivers during such exercises. In both instances only enforcement actions resulting in citations or written warnings, clearly documenting that the violation(s) occurred around a CMV or as a result of a CMV driver's behavior, will be compensated.
  - a. During scheduled operations, CCSO is expected to cite or warn at a minimum rate of two (2) drivers per hour, per patrol position.

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- b. All TACT activity shall occur in or near the Accident Intensified MCSAP Corridors (AIM Corridors) identified by ODOT in Exhibit D, the Appendix C: Guide to the Commercial Vehicle Safety Plan (CVSP), attached hereto and by this reference made a part hereof.
3. Participating in ODOT special operations during which truck inspections are performed by other agencies, with CCSO providing additional support specifically requested by ODOT.
4. Supplies and equipment used in performing inspections or other activities when mutually agreed to in writing. Any such reimbursement will be counted against the limit of \$70,000.

**CCSO OBLIGATIONS**

1. CCSO shall perform the work described in this Agreement and in accordance with the CVSP.
2. CCSO shall:
  - a. Submit Exhibit E – **Line Item Budget Form**, attached hereto and by this reference made a part hereof, reporting all direct and indirect expenditures in performance of this Agreement. Exhibit E describes the expenditures for allocable costs such as personnel and related costs, equipment purchases, printing, information systems costs, and other eligible costs.
  - b. Request in writing to the MCSAP Project Manager, all proposed capital or non-expendable equipment expenditures to be paid for with MCSAP funds. Such request shall contain an exact identification of the proposed purchase, cost, use, and justification.
  - c. Maintain the average aggregate expenditure, exclusive of federal funds and matching funds, for CMV safety programs eligible for funding under this part at a level at least equal to the average level of expenditure for the three (3) full fiscal years beginning after October 1 of the year five (5) years prior to the beginning of each federal fiscal year.
  - d. Request reimbursement as follows: Submit invoices along with supporting documentation to ODOT at least quarterly. Supporting documentation must include Exhibit E - **Line Item Budget Form**, with the "Total Expenses To Date" and "Expenses this Reporting Period" columns filled out.
  - e. Comply with all provisions contained in Exhibits A, B and C, attached hereto and incorporated herein.
  - f. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, CCSO expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other

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- applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- g. Ensure that all CCSO personnel as defined by OAR 740-100-0015 who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560. Personnel shall also attend eight (8) hours of ODOT provided refresher training once every two (2) years.
  - h. Enforce Oregon's Commercial Vehicle Safety and Hazardous Material Rules and Regulations in a manner consistent with the approved state MCSAP/CVSP and MCSAP/Commercial Vehicle Safety Alliance (CVSA) approved inspection procedures.
  - i. Conduct inspection levels as defined by ODOT.
  - j. Conduct all inspections on public highways and conduct at least twenty-five (25) percent of the inspections during off peak hours.
  - k. Maintain an average agency driver out-of-service rate at or above the national average reported by the Federal Motor Carrier Safety Administration (FMCSA).
  - l. Conduct roadside inspections at locations that are adequate to protect the safety of drivers and enforcement personnel.
  - m. Conduct no inspections at a motor carrier's terminal unless such inspections have been authorized by ODOT.
  - n. Initiate inspections only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
  - o. Verify ODOT registration status for each commercial vehicle inspected power unit.
  - p. To the greatest extent possible, record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to the federal Safety and Fitness Electronic Reporting (SAFER) system.
  - q. Provide, in the event that CCSO is unable to record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to ODOT, written records of all manual inspections to ODOT on ODOT Driver/Equipment Compliance Check Form No. 735-9242, and forward completed inspections to ODOT within five (5) working days of the inspection.
  - r. Purchase and receive equipment before the end of the federal fiscal year 2012 and request reimbursement in writing to the MCSAP Officer within thirty (30) days of receiving the equipment. Request shall include a copy of the original bill of sale from the supplier(s).
  - s. Notify the MCSAP officer of any joint or special operations involving commercial motor vehicles.

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- t. Comply with the requirements of 2 Code of Federal Regulations (CFR), Part 225 (previously OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments").
3. CCSO shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
4. All employers, including CCSO, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CCSO shall ensure that each of its contractors complies with these requirements.
5. CCSO shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

**ODOT OBLIGATIONS**

1. In consideration for the services performed, ODOT agrees to reimburse CCSO, pursuant to its obligations set forth above, an amount not to exceed \$70,000 in federal funds for personal services, services & supplies, and equipment expenses incurred while performing selected enforcement work as described above. No state funds are obligated under this Agreement.
2. ODOT will assess CCSO's performance in reference to CCSO Obligations Paragraph 2, Subsection i of this Agreement. In the event CCSO's performance is deemed unreasonable per ODOT's assessment of CCSO Obligations, Paragraph 2, Subsection i of this Agreement, contract termination, per General Provisions Paragraph 3 of this Agreement, will be enforced.
3. In furtherance of ODOT's contractual obligations to FMCSA, and in recognition of ODOT's sponsorship and responsibility to coordinate the motor carrier safety activities of CCSO, ODOT agrees to:
  - a. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in motor carrier safety activities and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies in accordance with the CVSP.
  - b. Coordinate and assist CCSO in the preparation and timely submission to ODOT of required safety program documentation.
  - c. Supply vehicle out-of-service stickers.
  - d. Monitor proper application of inspection procedures, the Motor Carrier Safety Regulations and the Out-of-Service Criteria required by the MCSAP and ORS 810.560. Further, ODOT will review inspection documents for proper documentation techniques and correct application of violations.

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- e. Process written requests for capital expenditures for carrying out the provisions of the CVSP and this Agreement. CCSO acknowledges that ODOT must first have written authority from the FMCSA to make such expenditures, and that ODOT shall not reimburse CCSO for such expenditures prior to and unless such written authority is obtained.
  - f. Consolidate CCSO's safety activities and fiscal reports.
  - g. Train, retrain (as necessary or desirable and within ODOT's ability to make training available), test, and certify the inspectors of \_\_\_\_\_, in accordance with ORS 810.560, this Agreement, the Oregon Board of Public Safety Standards and Training, and, as applicable, CVSA.
4. The Manager of Safety and Federal Programs at the Motor Carrier Transportation Division is ODOT's Project Manager for purposes of administering this Agreement, is Doug Hedlund, 550 Capitol Street NE, Salem, OR 97301-2530, (503) 373-7184, [William.D.HEDLUND@odot.state.or.us](mailto:William.D.HEDLUND@odot.state.or.us), or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
5. In no event shall ODOT's obligations hereunder be construed to require ODOT to provide any coordination or assistance in the form of either personnel or funds, related to CCSO's efforts to ensure it will be able to continue providing mission critical services.

#### GENERAL PROVISIONS

1. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. ODOT may terminate this Agreement effective upon delivery of written notice to CCSO, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If CCSO fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - b. If CCSO fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize;
  - c. If ODOT fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the work provided in the agreement, including cancellation or discontinuation of any federal grants whose funds are used to pay for CCSO's work under this Agreement;
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.



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4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination except when the Agreement is terminated due to conditions 3c or 3d above.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or CCSO with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which ODOT is jointly liable with CCSO (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CCSO in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CCSO on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of CCSO on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
7. With respect to a Third Party Claim for which CCSO is jointly liable with ODOT (or would be if joined in the Third Party Claim), CCSO shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of CCSO on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CCSO on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CCSO's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. CCSO acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CCSO, which are directly pertinent to the specific Agreement

ODOT/CCSO  
Agreement No. 28312

for the purpose of making audits, examinations, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

10. As federal funds are involved in this Agreement, EXHIBITS A, B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by CCSO representative.
11. CCSO, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for CCSO's breach of the conditions of the grant, and shall, upon CCSO's breach of grant conditions that requires ODOT to return funds to FMCSA, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of CCSO, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

ODOT/CCSO  
Agreement No. 28312

**CLACKAMAS COUNTY**, by and through its  
Sheriff's Office

By *Walter Roberts*  
Title *Sheriff*  
Date *3-13-12*

**CLACKAMAS COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CCSO Contact:**  
Sgt. John Naccarato  
Clackamas County Sheriff's Office  
Attn: Sgt John Naccarato  
9101 SE Sunnybrook Blvd  
Clackamas, Oregon 97015  
(503) 785-5092  
[johnnac@co.clackamas.or.us](mailto:johnnac@co.clackamas.or.us)

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

By \_\_\_\_\_  
Section Manager, Motor Carrier,  
Investigations/Safety/Federal Programs  
Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Fiscal Officer, Motor Carrier Administration  
Date \_\_\_\_\_

**ODOT Contact:**  
Paul Kroll, Fiscal Officer  
Motor Carrier Administration  
PUC Building  
550 Capitol St NE  
Salem, OR. 97301-2530  
(503) 378-6204  
[paul.a.kroll@odot.state.or.us](mailto:paul.a.kroll@odot.state.or.us)



10

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

April 5, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

Assistants

**Restrictive Covenant Required to Comply with Land Use Approval  
Conditions for Clackamas County Jail Renovation Phase B (Revised)**

As part of the County Jail renovations, the County built a storm water facility and paved land within the vegetated corridor to the south and west of the juvenile facility. Doing so required land use approval from Oregon City, which was granted in February of 2010. That approval included a number of conditions. Specifically, the City required that the County plant additional trees and shrubs to mitigate the impact to the vegetated corridor, as is required by the city's code. The county did so.

The City's land use approval also required that the County record a restrictive covenant protecting the vegetated corridor from further development and requiring that the County maintain the corridor in a way consistent with the approved mitigation plan. This plan generally describes the kind of vegetation that can be planted, where to plant it, and how it should be maintained.

The jail is currently operating under a temporary certificate of occupancy. The county must record the covenant before the City will grant the County a permanent certificate of occupancy. At the request of facilities I prepared the required covenant in consultation with Oregon City, the County Clerk and Recorder and the County Surveyor. Because the covenant affects the County's interest in its real property, Board approval is required.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve the covenant. The Board already approved the project and recording the covenant is required before the County will be granted a permanent certificate of occupancy.

Sincerely,

Rhett Tatum  
Assistant County Counsel

For information on this issue or copies of attachments,  
please contact Cyndi Klaetsch at 503-557-6415

**After recording, return to:**

Planning Department  
City of Oregon City  
221 Molalla Avenue, Suite 200  
Oregon City, Oregon 97045

## DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this 9th day of March, 2012 by Clackamas County, 2051 Kaen Road, Oregon City, Oregon, 97045, a political subdivision of the State of Oregon ("Declarant").

### RECITALS

- A. WHEREAS, Declarant is the owner of certain property in Oregon City, Oregon ("City"), more particularly described as Red Soils (Plat No. 2980), the portion of Tract B west of vacated Kaen Road (the "Property");
- B. WHEREAS, Declarant has sought approval of a Natural Resource Overlay District review of the Property (the "Land Use Decision"), identified as File No. WR 09-07, which the City approved with conditions;
- C. WHEREAS, pursuant to the provisions of Section 17.49-Natural Resource Overlay District of the Oregon City Municipal Code, City has in effect mitigation planting and maintenance requirements (the "Requirements");
- D. WHEREAS, as a condition of the approvals for the Land Use Decision, Declarant is required to provide for assurance that the mitigation requirements of the Land Use decision shall be met and that requirement can be met in the form of this Covenant; and
- E. WHEREAS, Declarant desires to provide for such provisions by subjecting the Property to the covenants and restrictions as hereinafter set forth.

### COVENANTS

NOW, THEREFORE, Declarant hereby declares and covenants that the Property, as specifically shown in the attached Exhibit A shall be held, sold, and conveyed subject to the following covenants, which are intended to and shall run with the land, continue in perpetuity, and shall be binding upon all parties having or acquiring any right, title, or interest in any part of the Property on which the Vegetated Corridor lies, and shall inure to the benefit of each owner and subsequent owners.

1. The Vegetated Corridor as shown in Exhibit B shall be protected from further development without a revision to the Land Use Decision.
2. The Landscape Plan as approved by the Land Use Decision and as shown in Exhibit B shall be installed and maintained as required by the Oregon City Municipal Code and the Land Use Decision.
3. No structures may be placed, no grading may occur, nor may native vegetation removed (except for routine maintenance or replacement of plants), in the vegetated corridor, without advance written confirmation from the Oregon City Planning Division that no further permit or review is needed. Invasive plant species may be removed from the Vegetated Corridor without approval by the City. Declarant is responsible for the removal of invasive species from the vegetated corridor (Exhibit B).

4 Upon the removal, destruction, cutting, or death of any tree or shrub within the Vegetated Corridor, Declarant, or Declarant's successor(s), as appropriate, shall plant replacement trees and/or vegetation from City's Recommended Native Plant List appropriate for the wetland or riparian area in accordance with Chapter 17.49 of the Oregon City Municipal Code. Declarant or Declarant's successor(s) may seek an alternative planting schedule, if the planting schedule is prepared by a registered arborist and approved by the Community Development Director. In any event, all plantings in the vegetated Corridor shall be in compliance with all requirements of the Land Use Permit and the Oregon City Municipal Code. This provision shall not apply to any activities permitted or required under the Land Use Permit.

5 This Declaration shall not be interpreted as in any way conveying or granting to the public any right to enter or use the Property, except as described in Paragraph 7 below.

6 In the event of any conflict between this Declaration and the Land Use Permit, the Land Use Permit shall control.

7 If Declarant or Declarant's successor, as appropriate, fails to install or replace the vegetation as required by paragraph 4, City may provide a 30 day opportunity to cure by providing notice to Declarant or Declarant's successor by first class mail addressed to the Property's address. Should Declarant or Declarant's successor fail to cure, the City may undertake the planting required under Paragraph 4. If City elects to proceed under this paragraph, it is entitled to seek and receive reimbursement for all of its costs in doing so, including all attorney fees, including on any appeal, and Declarant hereby consents and agrees to such reimbursement.

8 This Declaration shall run with and bind the Property as set forth above.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument as of the date and year above written.

**DECLARANT:**

Clackamas County,  
A Political Subdivision of the State of Oregon

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

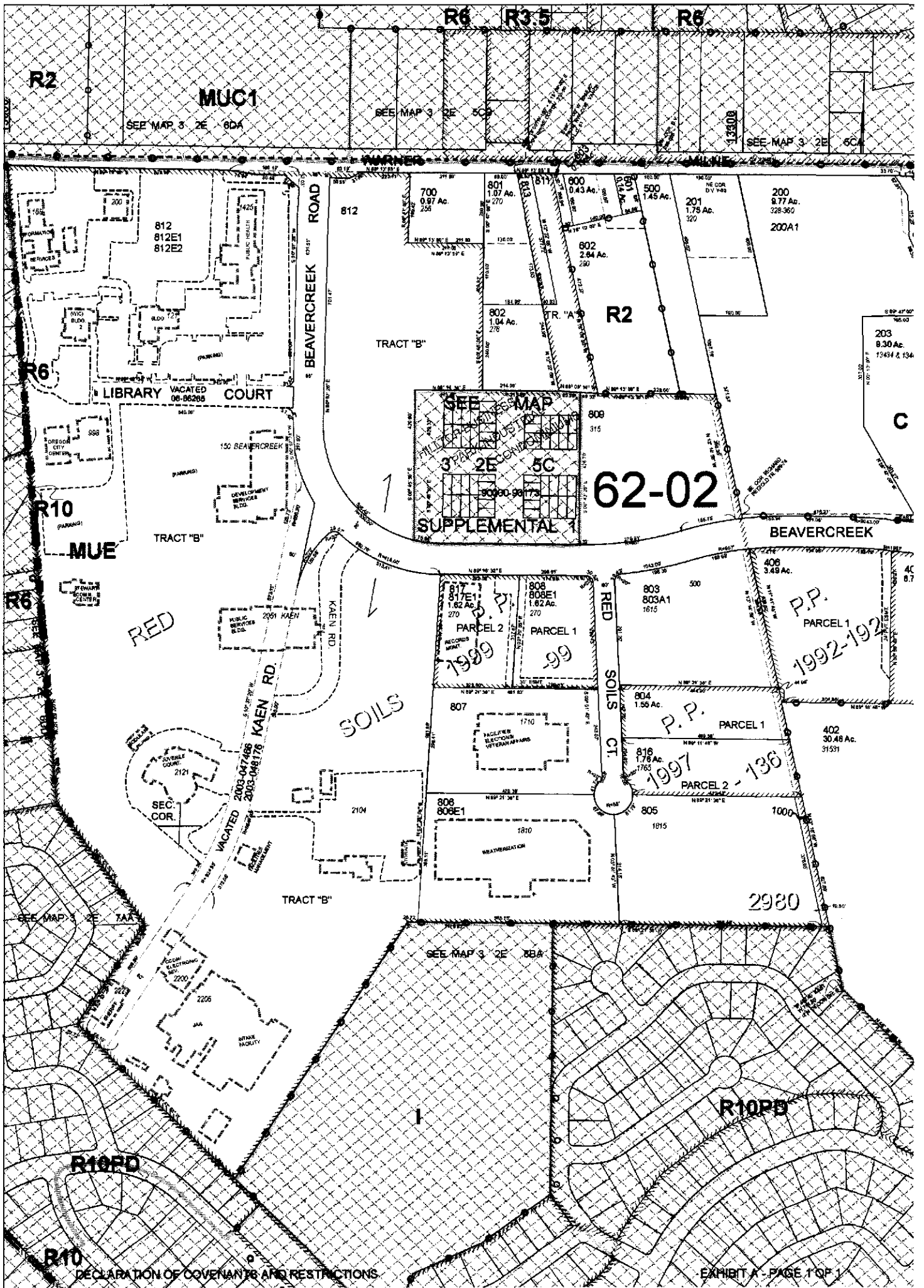
Print Name: \_\_\_\_\_  
Title: Chair, Clackamas County Board of Commissioners

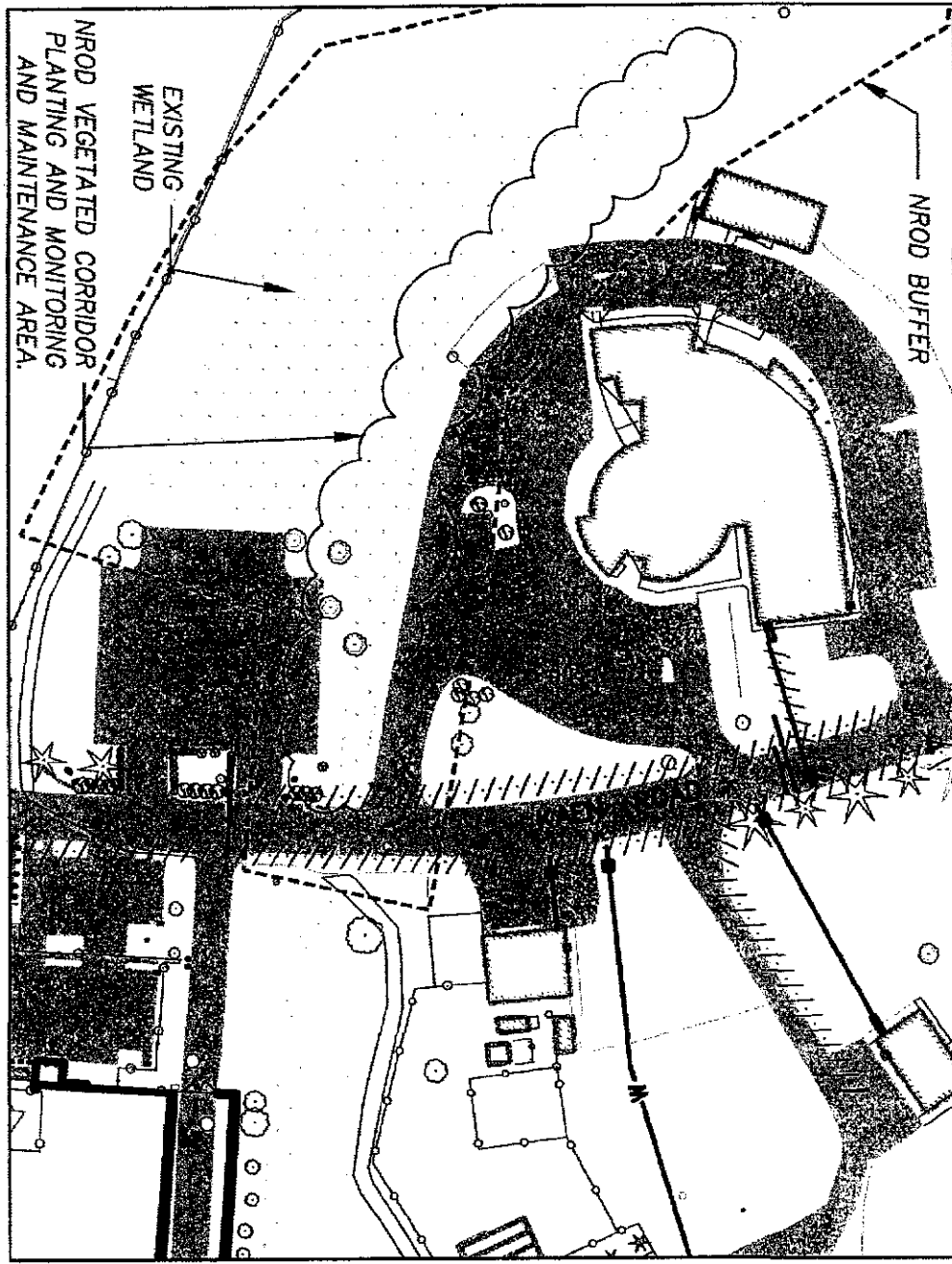
STATE OF OREGON                     )  
   ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a(n) \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

- Exhibits:  
A. Tax Map  
B. NROD Buffer Mitigation Map and Plan

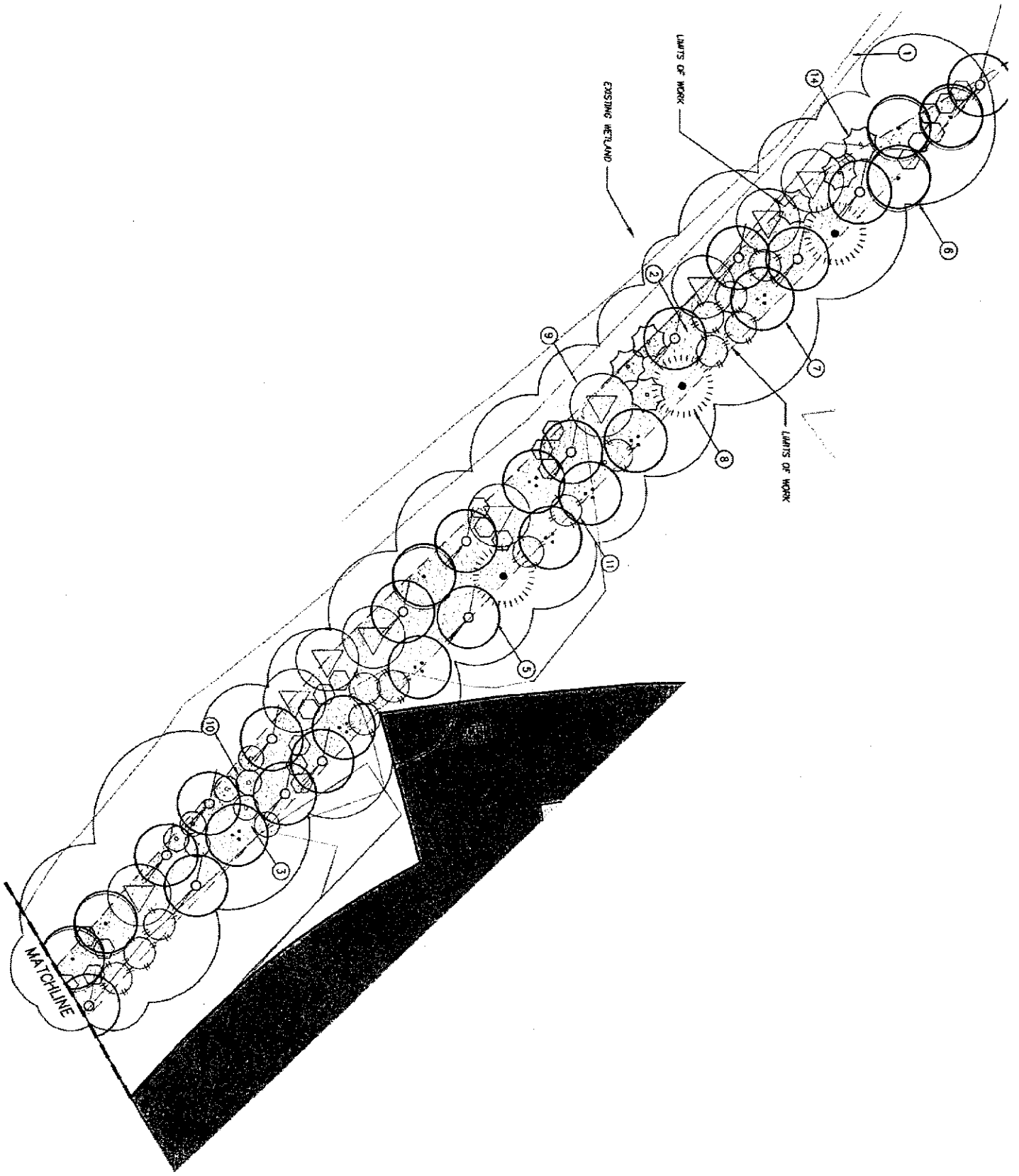


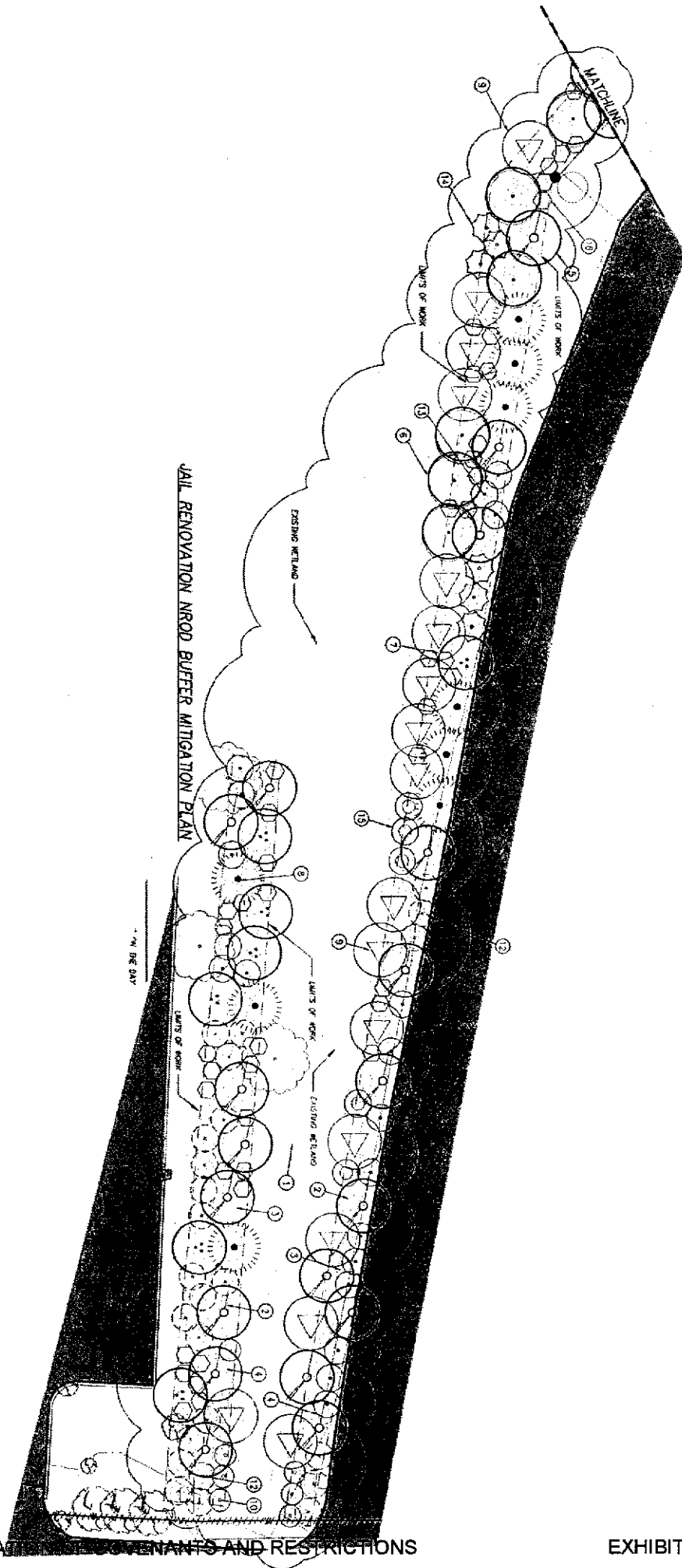


NROD BUFFER LOCATION MAP



JAIL RENOVATION NROD BUFFER MITIGATION PLAN





JAIL RENOVATION NROD BUFFER MITIGATION PLAN

## GENERAL PLANTING NOTES

1. ALL PLANTING AND NATURAL RESOURCE OVERLAY DISTRICT BUFFER MITIGATION SHALL BE IN ACCORDANCE WITH CURRENT CITY OF OREGON CITY CODE SECTION 17.49 AND THE NATIVE AND NUISANCE PLANT LISTS.
2. REQUIRED EROSION CONTROL MEASURES, IF NECESSARY, SHALL BE INSTALLED PRIOR TO INVASIVE SPECIES REMOVAL, CLEARING, OR OTHER LAND DISTURBING ACTIVITIES. THEY SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF OREGON CITY STANDARDS.
3. MARK AND PROTECT ALL UTILITIES, SITE FEATURES, AND VEGETATION TO REMAIN IN PLACE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI Z60.1 - LATEST EDITION. ALL PLANT MATERIAL SHALL BE OF A GENETIC ORIGIN FROM THE WILLAMETTE VALLEY.
5. INVASIVE SPECIES SHALL BE REMOVED WITH SMALL MECHANICAL EQUIPMENT (ROTO-TILLER, MOWER, ETC.), MANUALLY WITH LOPPERS OR OTHER APPROVED CHEMICALS LISTED FOR APPLICATION NEAR WATER BODIES. THEY SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
6. CONTRACTOR IS RESPONSIBLE TO WATER PLANT MATERIALS ON THE DAY OF INSTALLATION AND WEEKLY UNTIL ACCEPTED BY THE OWNER.
7. PLANT CUTTINGS SHALL BE DRIVEN WITH A DEAD-BLOW HAMMER OR A RUBBER MALLET INTO A PILOT WHOLE MADE WITH  $\frac{1}{2}$ " DIA REBAR OR PIPE.
8. NO FERTILIZER SHALL BE USED IN NATURAL RESOURCE OVERLAY DISTRICT PLANTINGS.
9. ALL INDIVIDUAL TREES AND SHRUBS SHALL RECEIVE A 3' DIAMETER, 3" DEEP GARDEN COMPOST MULCH RING. THE ENTIRE BED OF MASSED PLANTINGS SHALL RECEIVE MULCH 3" DEEP, EXTENDING 3' FROM THE OUTER MOST PLANTS.
10. THERE ARE NO WETLAND OR WATERS IMPACTS WITH THIS PROJECT. NO EQUIPMENT IS ALLOWED IN WETLANDS OR WATERS. INSTALLATION OF RIPARIAN PLANT MATERIAL DOES NOT REQUIRE A DSL OR USAGE PERMIT. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO WETLANDS OR WATERS.


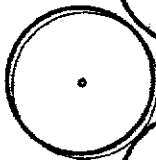



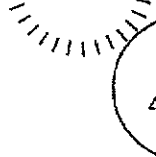



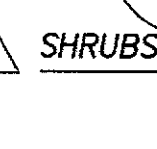
## CONSTRUCTION NOTES:

- ① NO EQUIPMENT IS ALLOWED OUTSIDE OF THE LIMITS OF WORK OR IN THE WETLAND OR WITHIN MUD CREEK.
- ② REMOVE INVASIVE SPECIES IN NATURAL RESOURCE OVERLAY DISTRICT BUFFER PRIOR TO PLANTING.
- ③ SEED AND MULCH ALL NATURAL RESOURCE OVERLAY DISTRICT BUFFER AND DISTURBED AREAS WITH SEED MIX NO. 1, AND 4" OF IMPORTED TOPSOIL.
- ④ CONTRACTOR TO PROVIDE A MANUAL WATERING SCHEDULE OR DESIGN BUILD IRRIGATION PLANS FOR APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.
- ⑤ INSTALL VINE MAPLE AT LOCATIONS SHOWN.
- ⑥ INSTALL DOUGLAS HAWTHORN AT LOCATIONS SHOWN.
- ⑦ INSTALL CHOKE CHERRY AT LOCATIONS SHOWN.
- ⑧ INSTALL DOUGLAS FIR AT LOCATIONS SHOWN.
- ⑨ INSTALL SCOLLERS WILLOW AT LOCATIONS SHOWN.
- ⑩ INSTALL RED-OZIER DOGWOOD AT LOCATIONS SHOWN.
- ⑪ INSTALL TWINBERRY AT LOCATIONS SHOWN.
- ⑫ INSTALL TALL OREGON GRAPE AT LOCATIONS SHOWN.
- ⑬ INSTALL RED FLOWERING CURRANT AT LOCATIONS SHOWN.
- ⑭ INSTALL RED ELDERBERRY AT LOCATIONS SHOWN.
- ⑮ INSTALL HARDHACK SPIRAEA AT LOCATIONS SHOWN.
- ⑯ INSTALL SNOWBERRY AT LOCATIONS SHOWN.

# PLANT LEGEND















## TREES

2 3 5  
C5.0 C5.0 C5.0

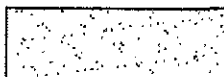
	35	ACER CIRCINATUM
	3 GAL.	VINE MAPLE; CONT.; MULTI-TRUNK
	12	CRATAEGUS DOUGLASHI
	3 GAL.	DOUGLAS HAWTHORN
	15	PRUNUS VIRGINIANA
	3 GAL.	CHOKE CHERRY
	12	PSEUDOTSUGA MENZIESII
	5 GAL.	DOUGLAS FIR, 6' TALL
	26	SALIX SCOULERIANA
	1 GAL.	SCOULERS WILLOW

## 1 SHRUBS

1 4  
C5.0 C5.0

	15	CORNUS SERICEA
	1 GAL.	RED OZIER DOGWOOD
	14	LONICER INVOLUCRATA
	1 GAL.	TWINBERRY
	25	MAHONIA AGUIFOLIUM
	1 GAL.	TALL OREGON GRAPE
	19	RIBES SANGUINEUM
	1 GAL.	RED FLOWERING-CURRENT
	12	SAMBUCUS RACEMOSA
	1 GAL.	RED ELDERBERRY
	5	SPIRAEA DOUGLASHI
	1 GAL.	HARDHACK
	67	SYMPHORICARPOS ALBA
	1 GAL.	SNOWBERRY

## SEEDING



	LBS OF PLS / 1000 S.F
SEED MIX 1 (NROD BUFFER) - 5,640 SF	
BROMUS CARINATUS / CALIFORNIA BROME	0.40
ELYMUS GLAUCUS / BLUE WILD RYE	0.40
FESTUCA RUBRA RUBRA / NATIVE RED FESCUE	1.00
LUPINUS POLYPHILLIS / LARGE LEAF LUPINE	0.20

TOTAL 2.00



Beyond clean water.

Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

April 4, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF ENGINEERING SERVICES AGREEMENT AMENDMENT FOR THE  
CLACKAMAS COUNTY SERVICE DISTRICT NO.1 (CCSD#1)  
INTERTIE #2 PROJECT – FINAL DESIGN**

Phase I of CCSD#1's Capacity Management Plan requires that significant volumes of sewage be transferred between the CCSD#1 system and the Tri-City Service District. The conveyance system that consists of pumping and pipeline systems was envisioned as being constructed in two phases: the first being an upsizing and improvement to the current diversion pipeline between the two Districts and the second being a larger pump station and pipeline system that would fully utilize CCSD#1's treatment capacity being constructed at the Tri-City plant as CCSD#1's projected service growth comes on line.

The first phase of conveyance system and the treatment capacity improvements at the Tri-City plant have been completed. The second phase specifically includes a diversion pipeline, pump station, and associated wetland mitigation projects. The design and construction effort is nearing completion. It is anticipated that we will begin diverting sanitary flows from the CCSD#1 basin to the Tri-City WPCP in October.

The original conveyance design contract with HDR Engineers Inc. (HDR) was signed in June of 2009, with a budget of \$1,646,370. The original scope and contract has previously been amended by 12% to include the following tasks:

- Design of a wetland mitigation site, as required by the Division of State Lands (DSL).
- Conduct groundwater drawdown testing at the pump station site to determine construction complexities. The site procurement was completed after the award of the original design contract.
- Change the alignment of the pipeline on the 82<sup>nd</sup> Avenue Bridge, at the request of the City of Oregon City to avoid work within their park.

Staff is requesting approval of an additional amendment. This amendment is to provide budget for additional work unanticipated as part of the original scoping of the project or in the previous amendments. The major elements included in this amendment are:

- Delays and additional required stipulations in obtaining final permits from DSL and US Army Corps of Engineers.
- Reflects changes in the permit requirements approved by Oregon City, but afterward requiring major realignments and Natural Resources Overlay District mitigation redesigns.
- Reflects changes associated with the conditions found during construction on the Clackamas River Bridge. The structural timbers (supporting our Intertie #2 forcemain) were in severely deteriorated condition and needed to be reinforced.

In addition, the amendment changes the original scope to reflect construction management support that remains. The key elements remaining that were not identified in the original contract scope include:

- Construction support for the wetland mitigation project construction.
- Additional services during construction to adequately respond to the submittals and intercommunications with the contractors and permitting agencies.
- Evaluations and construction support for the Clackamas River Bridge structure timber reinforcement (needed both for supporting our forcemain piping and to be able to open it back up to the public as a bike path and walkway).
- Plan and profile changes for pipe alignment in Oregon City, as during construction extremely hard rock was encountered and not previously identified during the pre-construction geotechnical investigations.
- Final restoration improvements to rebuild the northern end of Johnson Road, north of Deer Creek Lane.
- Major redesign elements resulting from numerous value-added engineering efforts identified during the construction process.
- Tying the pump station SCADA control system into the new Broadband Technology program cross-county fiber optics network ring. Conduits for a four-mile piece of this fiber optics networks backbone were added to our project and are being installed along with our forcemain pipeline. This will provide an essential and reliable control capability link to maximize the operational flexibilities of this facility.
- Creating final Operations and Maintenance manuals for these three major Intertie #2 construction projects that will reflect adequately the many changes and improvements implemented during the current construction process.

The Phase I capital budget for CCSD#1 has sufficient approved budget to incorporate the additional amendment expense without impact to the District's financial picture.

**RECOMMENDATION:**

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

A. Authorize the District to amend the final design and construction services agreement with HDR Engineering, Inc. for engineering services, increasing the not-to-exceed budget amount by \$300,000 to \$2,146,432, and

B. Authorize the Director of Water Environment Services to execute the amendment without further Board action.

Sincerely,



Michael S. Kuenzi, P.E.  
Director

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



AMENDMENT #4  
TO  
AGREEMENT TO FURNISH ENGINEERING SERVICES  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
HDR ENGINEERING, INC.

THE AGREEMENT, made and entered into on June 25, 2009, by and between Clackamas County Service District No. 1, hereinafter referred to as "OWNER" or "DISTRICT" and HDR ENGINEERING, INC., hereinafter referred to as "ENGINEER", for performing professional services for the project known as **Sanitary Sewer Intertie Project - Phase 3 Final Design, Bidding Assistance and Services During Construction**, hereinafter called the "Project", is hereby amended on \_\_\_\_\_, as follows:

ARTICLE 5 - PAYMENT TO ENGINEER

5.1.1 Replace the last sentence, to reflect this \$300,000 increase with:

Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed **two million, one hundred forty-six thousand, four hundred thirty-two and 00/100 dollars (\$2,146,432.00)** without prior written approval of the DISTRICT.

ATTACHMENT A - SCOPE OF SERVICES

Add the tasks as listed in the attached document entitled "Amendment No. 4 Tasks" to the original scope of services.

On the Level of Effort Proposed Fee spreadsheet, add the following and then revise the totals as appropriate:

- Task 4.1 & 4.2 - Additional Construction Phase Permitting Activities and Design Services and assign \$180,000 to the effort.
- Task 4.3.1 - Additional Submittal and RFI Review and assign \$35,178 to the effort.
- Task 4.3.2 - Additional Construction Phase Meetings & Discussions and assign \$4,132 to the effort.
- Task 4.3.3 - SCADA PLC Integration and assign an additional \$42,122 to the effort.
- Task 4.3.4 - O&M Manual Preparation and assign an additional \$14,397 to the effort.
- Task 4.3.5 - Record Drawing Preparation and assign an additional \$11,171 to the effort.
- Task 4.3.6 - Construction Services for Wetland Mitigation and assign an additional \$13,000 to the effort.

---

The parties to this agreement reaffirm all other provisions of the original Agreement.

---

HDR ENGINEERING, INC.

CLACKAMAS COUNTY SERVICE  
DISTRICT NO. 1

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

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

VICE PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MARCH 27, 2012  
\_\_\_\_\_  
Date

# **Clackamas County Service District #1**

## **Sanitary Sewer Intertie #2**

### **Amendment No. 4 Tasks**

This amendment is to provide budget for additional work unanticipated as part of the original scoping of the project or in the previous amendments. In addition, as we look at the construction related steps remaining, we have identified the need for added design budget to complete the project. Additional permitting activities were necessary as a result of unanticipated permitting requirements from Oregon City, US Army Corp of Engineers, and Oregon Department of Environmental Quality. Additional design requirements were necessary to improve the overall value of the project and to modify the design for Oregon City land use conditions of approval, and Oregon City permitting conditions of approval. Additional construction services work includes additional Contractor coordination, field visits, O&M Manuals, SCADA integration, record drawing preparation, and incidental support for the Wetland Mitigation construction phase.

The activities have been divided between the following tasks:

- Task 4.1 – Additional Construction Phase Permitting Activities
- Task 4.2 – Additional Construction Phase Design Services
- Task 4.3 – Additional Construction Phase Administration Services

#### **4.1 Additional Construction Phase Permitting Activities**

HDR supported the completion of permitting activities during the construction phase that were not included in the original scope of work.

##### **4.1.1 County, State, and Federal Permits**

The following permits or permitting activities were not included in the original project budget or subsequent amendments:

- Modification to ACOE permit to account for impacts of Oregon City land use approval process
- Coordination with DSL permit to account for impacts of DEQ approval

##### **4.1.2 Oregon City Permits**

The following permits or permitting activities were not included in the original project budgets or subsequent amendments:

- NROD Mitigation Permitting
- ESCP Permit
- Tree Removal Permit
- ROW Permit
- Additional coordination and meetings – permitting staff attended three meetings not included in scope and coordination regarding landscape plans for NROD impacts.

## 4.2 Additional Construction Phase Design Services

A variety of construction changes had been identified in additional design services during construction. These can be grouped into two categories: redesign services and Oregon City design changes.

### 4.2.1 Redesign Services

The following construction phase design changes were required to reduce construction costs, avoid impacting existing utilities that could not be located during design, or avoid impacting landscaping where rerouting is feasible.

- 1) HWY 224 CROSSING. Redesign of HWY 224 crossing in response to contractors request to lower cost of the proposed crossing by changing number of casings and reducing casing sizes. Casing elevations have significantly changed requiring related design changes to casing and vertical pipeline alignment (Approximately 500 feet of revised pipe profile). New utilities were identified on site during construction.
- 2) LAKE ROAD INTERSECTION - ALIGNMENT CHANGES. Design Change for vertical pipe alignment at the Lake Road crossing based on new pothole information (Approximately 150 feet of revised pipe profile)
- 3) OAVA#3 SITE CHANGE and RELATED ALIGNMENT CHANGES. Design Changes due to change in location of OAVA Site #3 from the green area across the driveway that included additional driveway design, new vault design, and realignment of the vertical pipeline alignment (Approximately 400 feet of revised pipe profile)
- 4) CYPRESS AVENUE WATER LINE CROSSING. Relocation of vertical pipe alignment (Approximately 1600 feet of revised pipe profile) to lower construction cost and change in vault OAVA #4 location to accommodate crossing of 18-inch CRW line that was potholed by the contractor
- 5) DRIVEWAY DESIGN – OAVA#5. New Driveway design per Clackamas County DTD requirements provided during the construction
- 6) CLACKAMAS ROAD WATERLINE CROSSING. Vertical and horizontal pipeline changes required to accommodate new fiber optic lines and existing 27-inch CRW water line based on new pothole information provided by CRW.
- 7) SSMH#1 RELOCATION. Design Changes required to relocate proposed manhole to in the public ROW
- 8) MCKINLEY ROAD AIR LINE. Design changes required to adjust location of proposed air line to avoid existing utilities identified with pothole information during construction. (Approximately 400 feet of revised pipe profile)
- 9) HEARTHWOOD PROPERTY. Redesign necessary to revise location of force main alignment and vertical pipe profile to reduce construction cost and ease pipeline installation (Approximately 1100 ft of revised pipe profile)
- 10) WETLAND AREA – PIPELINE CHANGES. Revised horizontal and vertical pipe alignment to reduce construction impact, i.e. number of trees to be cut, etc.
- 11) STRAWBERRY LANE – ALIGNMENT CHANGES. Design revisions needed to revise location of OAVA #7 and to adjust pipe alignment based on new pothole information related to CRW water lines
- 12) CARSON ROAD – ALIGNMENT CHANGES. Vertical pipe alignment change, new OAVA#8 Vault design, and new drain valve assembly design based on new pothole information for existing gas pipe and 27-inch waterline crossing locations

- 13) I-205 –SDA ALIGNMENT CHANGE. Revisions to vertical pipe alignment to reduce excavation in rock
- 14) SDA SCHOOL – ALIGNMENT CHANGE. Change in vertical and horizontal pipe alignment to minimize number of trees to be cut
- 15) SDA TUNNEL – CHANGES. Design changes to accommodate 3 casings instead of one (due to cost changes) and redesign of two force mains and sanitary gravity lines ( Approximately 2100 feet of redesigned pipe )

#### **4.2.2 Oregon City design changes**

A number of items were required to be modified after the original design was completed due to new bridge condition information and Oregon City requirements. Revisions included:

- Additional changes required to adequately support the piping on the timber portion of the bridge due to unanticipated poor condition of the timber piers.
- Design revisions necessary to move the fencing to the edge of the bridge deck as a result of request from Oregon City.
- Design revisions to pipeline alignment drawings and additional landscaping plans to address permitting conditions of permit approval from Oregon City.
- Additional coordination with Oregon City Parks Department related to landscaping changes because plans were not reviewed by the Parks Department during the design phase.

### **Task 4.3 Additional Construction Phase Administration Services**

As mentioned above, looking at the construction related steps remaining, we have identified the need for added design budget to complete the project. The following tasks augment existing project tasks for the completion of the project through the end of construction; currently estimated to be October 2012.

#### **4.3.1 Additional Submittal and RFI reviews**

This amendment includes timely submittal reviews of 30 submittals, including resubmittals, through the end of construction. It is anticipated that approximately 30 submittal reviews beyond those already completed will be required and each is expected to require 4 hours for review, totaling 120 hours for submittal reviews. This amendment also includes timely RFI responses to 20 RFIs through the end of construction. It is anticipated that approximately 20 RFI responses beyond those already completed will be required and each will require 3 hours, totaling 60 hours for RFI responses.

#### **Assumptions**

None.

#### **4.3.2 Additional Construction Phase Meetings**

This amendment provides for 10 additional construction phase meetings. Meetings are on-going to discuss construction related issues as they occur and to observe the construction adherence to the design intent.

#### **Assumptions**

Meetings will be 2 hours in duration and will be attended by one (1) HDR representative.

#### **4.3.3 SCADA PLC Integration**

Work under this task will provide PLC and SCADA programming during the construction period to integrate the Three Creeks Pump Station into the District's existing SCADA systems. Programming equipment, including software and hardware, will be specified in the Construction Documents and will be provided to HDR by the Contractor for integration. The programming will be based on information (control narrative, PLC I/O List) from detailed design. The control system programming will undergo desktop testing prior to delivery to the field for final installation.

Startup of the automated controls will be conducted after the Contractor has provided written confirmation that they have checked the terminations of the control signals and that the appropriate manufacturer representatives have performed their field services and have certified the equipment for operation.

The startup activities are anticipated to take place over three separate full day site visits to allow for varying operating conditions:

- a. First – Simulated Field Test;
- b. Second – Clean Water Field Test;
- c. Third – Performance Test.

#### **Assumptions**

1. The Contractor will provide a computer and software for programming as part of the specified design package.
2. PLC hardware, installation of the hardware, and panel wiring diagrams will be provided by the Contractor.
3. The estimated programming level of effort is based on a quantity of approximately 20 new PLC I/O points (not including spare points).
4. Existing HMI Screens at treatment plants will be modified to incorporate operator interface to the Three Creeks Pump Station. The District's current SCADA will be used for this project.
5. All hardware has been properly terminated and is ready for operation on the scheduled dates.

#### **4.3.4 O&M Manual Preparation**

An O&M Manual will be prepared for the pump station, pipeline, and wetland mitigation site. The O&M manual will include operating procedures, followed by the Contractor submitted equipment O&M documents. The operating procedures and Contractor submitted equipment O&M documents will be compiled into an electronic folder and a hard copy binder.

#### **Assumptions**

- Each O&M Manual will be provided as a single PDF document and a single hard copy document.
- For the pump station, the operating procedure will be focused on modification to the control descriptions completed in the specifications.
- For the pipeline, the operating procedure will be focused on locations for draining the force main and for the Odor and Air Valve Assemblies (OAVA).

#### **4.3.5 Record Drawing Preparation**

Record drawings for the Pump Station, Pipeline, and Wetland Mitigation Site will be prepared based on mark up drawings to be provided by the contractor. A total of 220 drawings were created for the three contracts. The record drawing effort assumes that total changes to incorporate Contractor changes are anticipated to take an average of 0.5 hours per drawing. This translates into a total hour effort of 110 hours.

#### **Assumptions**

- Contractor mark ups are assumed to be accurate. The accuracy of the Contractor mark ups will not be field verified. HDR is not responsible for the accuracy of the mark ups provided by the Contractor or the accuracy of the record drawings prepared based on information provided by the Contractor or the District.
- HDR will review Contractor mark ups prior to beginning record drawing preparation. If mark ups are extensive or will require additional coordination to complete beyond what can be accomplished with the level of effort identified above for the current design, HDR will coordinate with the District Project Manager to develop an alternative approach to completing record drawings for the budget allocated.

**4.3.6 Construction Services for Wetland Mitigation.** Construction services related to the wetland mitigation project is required. The amendment HDR received for wetland mitigation work was limited to environmental and permitting support of the wetland site and design of the mitigation work. No construction services were included in that portion of the construction work. Work for this task will include typical construction services activities such as coordination with the Contractor and District to review submittals and RFIs, periodic site visits, and general coordination for project.

#### **Assumptions**

- This work involves support of the construction phase of the wetland mitigation project up to an allowance of \$13,000.
- The District Project Manager will be notified when work has been completed that uses 75% of the allowance, so that additional construction services can be added if required through a future amendment.
- The construction services for Wetland Mitigation are distinct from Tasks 4.3.1 and 4.3.2. Those tasks do not include effort to support construction services for Wetland Mitigation.

**Clackamas County Service District No. 1 - Sanitary Sewer Intertie #2 - Amendment #4**

Level of Effort	HDR Engineering											Total Fee			
	Project Manager	Contract Administration	Senior Engineer I	Senior Engineer II	Env. Sci I	Env. Sci II	Project Engineer	Drafter I	Drafter II	Project Controller	Admin Assistant		Hours	HDR Labor	HDR Expenses
<b>Task 4.1 - Additional Construction Phase Permitting Activities &amp; Task 4.2 Construction Phase Design Services</b>	\$ 1,917	\$ 2,920	\$ 475	\$ 211	\$ 396	\$ 817	\$ 120	\$ 74	\$ 85	\$ 76	\$ 87				\$ 180,000
4.3.1 Additional Submittal and RFI Review	130	16								16	50	212	\$ 33,392	\$ 1,786	\$ 35,178
4.3.2 Additional Construction Phase Meetings & Discussions	20											20	\$ 3,940	\$ 192	\$ 4,132
4.3.3 SCADA PLC Integration	8		220									228	\$ 40,076	\$ 2,046	\$ 42,122
4.3.4 O&M Manual Preparation	66											66	\$ 13,002	\$ 1,395	\$ 14,397
4.3.5 Record Drawing Preparation									170			110	\$ 10,450	\$ 721	\$ 11,171
4.3.6 Construction Services for Wetland Mitigation	18						32					90	\$ 12,066	\$ 934	\$ 13,000
<b>Sub-Total</b>	<b>242</b>	<b>16</b>	<b>220</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>110</b>	<b>16</b>	<b>50</b>	<b>726</b>	<b>\$ 112,926</b>	<b>\$ 7,074</b>	<b>\$ 120,000</b>
<b>Total Fee</b>	<b>\$ 300,000</b>														