



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

December 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Extension and 4-H Service District Supplemental Budget
(Less Than Ten Percent) and Transfers for Fiscal Year 2021-2022

Purpose/Outcomes	Supplemental Budget changes for Extension and 4-H Service District FY 2021-2022
Dollar Amount and Fiscal Impact	The effect has an increase in appropriation of \$16,500
Funding Source	Interest Income
Duration	July 1, 2021 June 30, 2022
Previous Board Action/Review	Budget Adopted June 16, 2021
Counsel Review	N/A
Strategic Plan Alignment	Build public trust through good government
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, smontoya@clackamas.us

BACKGROUND:

Each fiscal year it is necessary to allocate additional revenue and expenditures to accurately meet the changing operational needs. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes comply with ORS. 294.471 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Extension and 4-H Service District Fund is recognizing interest income of \$16,500 and increasing fee expense by \$16,500 to align with anticipated expenses in the Materials & Services category.

RECOMMENDATION:

Staff respectfully recommends the adoption of the attached Resolution Order and Exhibit A.

Sincerely,

Elizabeth Comfort
Finance Director

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

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for Transfers
and items Less Than 10 Percent of
the Total Qualifying Expenditures and
Making to Appropriations for Fiscal
2021-22



Resolution Order No. _____
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WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2021, through June 30, 2022, inclusive, has been prepared, published, and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

. Extension 4-H Service District Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2021, through June 30, 2021.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED this 9th day of December 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF PROPOSED BUDGET CHANGES

Exhibit A

December 9, 2021

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

Item

1	Extension and 4-H Service District Fund (Fund 235)	Original	Change	Revised	Requirement	Original	Change	Revised
	Resources							
	Beginning Fund Balance	10,967,078		8,197,952	Operating Expenses	10,927	16,500	27,427
	Taxes	2,675,049		2,675,049	Special Payments	2,369,152		2,369,152
	Federal,State,Local,All Other Gifts & Donations	253		253	Reserve	8,310,086		8,310,086
	All Other Revenue Resources	93,824	16,500	110,324	Contingency	276,913		276,913
	Revised Total Fund Resources			10,983,578	Revised Total Fund Requirements			10,983,578

Comments: The Extension and 4-H Service District Fund is recognizing interest income and increasing fee expense to align with projected fiscal year actuals.



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Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Parking Lot Space Lease Agreement with Edington Properties, LLC

Purpose/Outcomes	Execution of a contract between Facilities Management and Edington Properties LLC for the lease of nine (9) Courthouse staff parking spaces located at 713 Main Street, Oregon City, OR 97045.
Dollar Amount and Fiscal Impact	Total contracted amount is \$34,875 for the entire term of the contract.
Funding Source	No additional funding is required. The current Facilities Management allocated budget covered by 744-15-1505-150501-46160 contains the funding requirements.
Duration	Leased from December 1, 2021 and ends on June 30, 2024.
Previous Board Action/Review	No previous review has occurred.
County Counsel Review	Reviewed and approved by ARN 10/12/21.
Strategic Plan Alignment	Supports the building of strong infrastructure and public trust through good government and safe and secure facilities.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: This is a Facilities property lease agreement that does not require Procurement review.
Contact Person	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

BACKGROUND:

This lease agreement is creating a legal document for the lease of nine (9) parking spaces for County and State Courts staff in a parking lot in close proximity to the Clackamas County Courthouse. These parking spaces have been leased by the County on a month-to-month basis since 2013 just after completion of the Courthouse Sally Port Extension Project when numerous parking spaces were lost due to the expansion of the building footprint. An agreement was made between the County and State Courts to lease these additional parking spaces to support continued Courthouse operations into the future.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this policy.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort,
Director, Finance

PARKING SPACE LEASE AGREEMENT

- I. **The Parties.** This agreement is by and between Edginton Properties, LLC with a mailing address of PO Box 1321, Manzanita, OR 97130 *Hereinafter known as the "Lessor") and **Clackamas County, with a street address of 1710 Red Soils Court, Oregon City, OR 97045** (Hereinafter known as the 'Lessee') for **nine (9)** parking spaces located at 713 Main Street, Oregon City, OR 97045. **Spaces: 5, 6, 9, 10, 34, 35, 37, 38, 39.** This agreement is effective upon execution by both parties. This agreement shall supersede all previous communications, representations, or agreements, either oral or written between the parties.

- II. **Term.** The tenancy shall be on a fixed term.
This agreement effective **December 1, 2021 and ends on June 30, 2024.**

- III. **Rent.** The payment of rent by the Lessee to the Lessor shall be due on the first (1st) of every month in the amount of **\$1,125** (\$125/space) USD. Payment shall be delivered to the Lessor by the Lessee in the following manner: via check to the Lessor's mailing address provided, via Quickbooks, or via ACH transfer. A \$25 late fee will be assessed on the 11th day if payment has not been received by the 10th day.

- IV. **Subletting.** The lessee is not allowed to sublease (sublet) the space without the direct written consent from the Lessor.

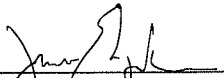
- V. **Current Registration & Insurance.** Lessee may only use the space for vehicles that are up-to-date with all State and local registrations. In addition, all vehicles must maintain current insurance that is legal under the State of registration.

- VI. **Maintenance.** Lessee is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the parking space and, if needed, must be towed to a location that allows such activities.

- VII. **Use of Space & Damage.** The use of the space may only be for the parking of a vehicle that is owned/leased by the owner. No storage of personal property may be allowed in the space. Lessor is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be the responsibility of the Lessee.

- VIII. **Termination.** Either party may terminate this Agreement by providing a 30 day written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

- IX. **Governing Law.** This agreement shall be governed under the laws in the State of Oregon.

Lessor's Signature:  Date: 11/10/21
Edginton Properties, LLC / Jenna Edginton

Lessee's Signature: _____ Date: _____
BCC / Tootie Smith