



**Department of Finance**

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

June 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #1 for the Butler Building and Adjacent Parking with the  
Glenn Kent Butler Revocable Living Trust Glenna Kay Butler Living Trust

<b>Purpose/Outcomes</b>	Lease Amendment #1 for the Butler Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly building rent is \$4,094.25 plus the monthly rent for thirteen (13) parking spaces of \$1,625.00 for a total monthly cost of \$5,719.25. The total contract value of \$68,631.00.
<b>Funding Source</b>	This lease is supported by General Fund dollars for the following: 220-1130-00-438110: DA Criminal for building lease 220-1130-00-438120: DA Criminal for 12 parking spaces (\$1,500/month each) 220-1131-00-438120: DA Family Support for 1 parking space (\$125/month)
<b>Duration</b>	One (1) year term from July 1, 2021, through June 30, 2022
<b>Previous Board Action</b>	Current lease approved on June 18, 2018
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and safe communities.
<b>Procurement Review</b>	This lease amendment was written by Facilities Management and reviewed and approved as to form by the Office County Counsel
<b>County Counsel Review</b>	Approved with signature on June 14, 2021
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County has leased the Butler Building for the District Attorney’s Office use since December 16, 1988. This lease amendment will continue to lease the 3,000 square foot Butler Building and thirteen (13) adjoining parking spaces at 108 8<sup>th</sup> Street, Oregon City immediately across from the Courthouse.

This one (1) year lease amendment will give the District Attorney (DA) time to determine office and space needs in the light of the future tele-commuting policy. This lease does add a ninety (90) day out clause that will allow either the building owner or County to terminate the lease for virtually any reason. This past year the Clackamas County DA, County Counsel and Facilities Management worked extensively with the owner to renovate and remodel several areas of the building that had fallen into disrepair. The owner has stepped up and remodeled and repaired these problems in the last six months.

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance

**LEASE AMENDMENT #1**

This Lease Amendment #1 ("Amendment #1") is entered into between Glenn Kent Butler Revocable Living Trust and Butler Living Trust ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties on or about June 18, 2018 ("Lease").

The purpose of this extension is to make the following changes to the Lease.

**1. Lease Term**

The lease term is hereby extended for a period of one (1) year, beginning July 1, 2021, and ending at midnight on June 30, 2022.

**2. Base Lease**

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay building rent of four thousand ninety four dollars and twenty five cents (\$4,094.25) per month and rent of thirteen (13) parking spaces for one thousand six hundred and twenty five dollars (\$1,625.00) per month.

Except as expressly amended above, all other terms and conditions of the Lease shall remain in full force and effect. By signing below, the parties agree to this Amendment #1 effective upon the date of the last signature below.

**3. Termination.**

In addition to the other grounds for termination set forth in the Lease, either party may terminate this Lease for convenience by providing ninety (90) days' written notice to the non-terminating party.

**LESSEE**  
**CLACKAMAS COUNTY BOARD OF**  
**COUNTY COMMISSIONERS by:**

\_\_\_\_\_  
Tootle Smith, Chair

Approved as to form:

  
\_\_\_\_\_  
Office of County Counsel

06/14/2021  
\_\_\_\_\_  
Date

*gkb*

**LESSOR**  
**GLENN KENT REVOCABLE LIVING**  
**TRUST and BUTLER LIVING TRUST**

*Glenn Kent Butler*  
Glenn Kent Butler, Trustee Signature

*Glenn Kent Butler*  
Printed Name

*June 10, 2021*  
Date

*Glenn Kay Butler*  
Glenn Kay Butler, Trustee Signature

*Glenn Kay Butler*  
Printed Name

*June 10 2021*  
Date

*AKB*





# FINAL Butler Building - Lease Amendment

Final Audit Report

2021-06-15

Created:	2021-06-15
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg7eHWkpGuD99FZGLq0gTABxILWwcVuuV

## "FINAL Butler Building - Lease Amendment" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-15 - 9:50:25 PM GMT- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-15 - 9:50:46 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-15 - 10:18:07 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-15 - 10:18:28 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.  
2021-06-15 - 10:18:28 PM GMT



**Department of Finance**

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

June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Extension of Lease #2 for the Willamette Building with Willamette Building Partnership

<b>Purpose/Outcomes</b>	Execute Lease Amendment #2 for the Willamette Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly rent \$7,363.96; total annual rent of \$88,367.52, discounted 5% annual rent payment of \$83,949.15. Total maximum contract value of \$273,134.88.
<b>Funding Source</b>	Children, Family, and Community Connections Division general funds, supplemented by federal and state grants, and allocated by labor hours logged in each program.
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2024
<b>Previous Board Action</b>	Lease Amendment #1 was approved on June 18, 2020, Consent Item B.1
<b>County Counsel Review</b>	Approved as to form by AN via email on June 10, 2021
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports growing a vibrant economy</li> <li>2. Honoring, utilizing, promoting and investing in our natural resources</li> <li>3. Ensuring safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County currently leases all three suites of the Willamette Building at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, from Willamette Building Partnership, to house the Weatherization & Energy Education and the Workforce programs offices of the Children, Family, and Community Connections (CFCC).

The Weatherization & Energy Education Program provides free home energy audits, energy conservation education, and residence weatherization services to income-eligible renters and homeowners of Clackamas County. The Workforce Program partners provide local self-sufficiency, employment training and career development, and one-on-one support services for veterans. This facility has served these programs well since August of 2004 by providing office, training, and storage space with convenient access to public transportation systems for clients, neighboring partners, and at an affordable rate.

The current lease expires on June 30, 2021 and CFCC is actively working with the Housing Authority of Clackamas County (HACC) to transition a portion of this property over to HACC to allow them to better serve the citizens of Clackamas County. The finalization and timeline for that transition is yet to be determined and will require a lease amendment.

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance

## LEASE AMENDMENT #2

This Lease Amendment #2 ("Amendment #2") is entered into between Willamette Building Partnership ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties June 27, 2019 ("Lease") for the property located at 104, 108 and 112 11<sup>th</sup> Street, Oregon City, Oregon.

The purpose of this Amendment #2 is to make the following changes to the Lease:

### 1. Lease term

The lease term is hereby extended for a period of three (3) years, beginning July 1, 2021, and ending at midnight on June 30, 2024.

### 2. Base Rent

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay rent monthly in the amounts set forth below. On or before July 15<sup>th</sup> of each year of the extended lease term, Lessee may, in its sole discretion, pay rent on an annual basis. If the Lessee opts to pay rent on an annual basis, and the rent is paid on or before July 15<sup>th</sup> each year, Lessee is entitled to discount the annual rent by five percent (5%), as set forth below.

LEASE PERIOD	MONTHLY PAYMENT	ANNUAL PAYMENT	5% REDUCTION
July 1, 2021 to June 30, 2022	\$7,363.96	\$88,367.52 (-\$4,418.37)	\$83,949.15
July 1, 2022 to June 30, 2023	\$7,584.87	\$91,018.44 (-\$4,550.92)	\$86,467.52
July 1, 2023 to June 30, 2024	\$7,812.41	\$93,748.92 (-\$4,678.44)	\$89,070.48

### 3. Consent to Lease Assignment

By execution of this Amendment #2, Lessor hereby provides written consent to Lessee assigning, at a future date to be determined by Lessee, the Lease to the Housing Authority of Clackamas County, subject to the terms and conditions of this Lease, as amended.

### 4. Termination.

In addition to the other grounds for termination set forth in the Lease, either party may terminate this Lease for convenience by providing ninety (90) days' written notice to the non-terminating party.

Except as expressly amended above, all other terms and conditions of the Lease shall remain in full force and effect. By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

**LESSEE**

CLACKAMAS COUNTY

\_\_\_\_\_  
By: Tootie Smith

Its: Chair

Approved as to form:

*by Andrew Klayton  
via email on*

Office of County Counsel

*June 10, 2021*

\_\_\_\_\_  
Date

*[Signature]*

**LESSOR**

WILLAMETTE BUILDING PARTNERSHIP  
CHARLES FUHRMAN, PROPERTY MANAGER

c/o MCLAREN'S BOOKKEEPING

6193 81<sup>st</sup> Avenue SE

Salem, OR 97317

\_\_\_\_\_  
93-0728022

Federal ID#

*[Signature]*  
\_\_\_\_\_  
Authorized Signature

*Charles Fuhrman*  
\_\_\_\_\_  
Printed Name

Printed Name

*6-16-21*  
\_\_\_\_\_  
Date

Date






# FINAL Willamette Building - 2021-2024 Lease Amendment #2 - 16JUN21

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUf4bjHRsuTapHW8gfBPwHGH8ItvtDri2

## "FINAL Willamette Building - 2021-2024 Lease Amendment #2 - 16JUN21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-16 - 5:48:43 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-16 - 5:49:08 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-16 - 6:05:30 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-16 - 6:05:54 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.  
2021-06-16 - 6:05:54 PM GMT