



AGENDA

Thursday, April 19, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-27

I. CALL TO ORDER

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

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

1. Presentation of the Dee Wescott Community Organization Award (Barbara Smolak, Public and Government Affairs)
2. Presentation on Energize Clackamas County – Creating Jobs and Reducing Costs for Clackamas County Residents (Susan Ziolk, Office of Sustainability)

III. HOUSING AUTHORITY CONSENT AGENDA

3. Approval to Apply for Renewal of the US Department of Housing and Urban Development's Housing Choice Voucher Family Self-Sufficiency Program Coordinators Administrative Fee Funding
4. Approval to Enter into a Memorandum of Understanding with Partners Under the Housing Works Department of Labor Grant to Provide Workforce Development Services to Residents

IV. DISCUSSION ITEM *(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.)*

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

5. Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and TriMet for Design and Construction Services for the Trolley Trail Segment 2

V. 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. Department of Transportation & Development

6. Approval of a Contract with David Evans and Associates, Inc. for Consulting and Engineering Services for the Pudding River (Whiskey Hill Road) Bridge Replacement Project – Fin.

B. Elected Officials

- 7 1. Approval of Previous Business Meeting Minutes – BCC

C. Finance Department

- 8 1. Approval of Amendment #10 to the Contract with SERA Architects Inc. for Architectural, Interior and Engineering Services for the Renovation of the Clackamas County Sunnybrook Building and the Design of the New Evidence Processing and Crime Lab
- 9 2. Board Order No. _____ Approving the Required Resolution for the 2012-2012 Assessor's Office GAFFA Grant Application

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 10 1. Approval of Amendment No. 1 to the Preliminary Agreement Documents and ABACUS Resource Management Company for Design Build Services for Energy Savings Measures for the North Clackamas Aquatic Park – Fin.

VII. WATER ENVIRONMENT SERVICES

- 11 1. Acceptance of Easements on Behalf of Clackamas County Service District No. 1 for the North Clackamas Revitalization Area Sanitary Sewer Project Phase 3

VIII. 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.)*

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/>



1
GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

April 19, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation of the Dee Wescott Community Organization Award

As a way to recognize and thank those citizens of Clackamas County for their dedication and leadership in making a difference in the community, the Board of County Commissioners in September 2009 established the *Dee Wescott Community Organization Award* to honor those citizens who contributed greatly to their community, county and state.

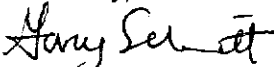
The late Mayor Wescott helped organize the rural community of Damascus into a city in 2004 and served as its first mayor until 2007. He was a member of the Boring Fire District and over the years served in nearly every capacity including fire chief in the early 1960's.

The Dee Wescott Community Organization Award recognizes those citizens in Clackamas County who, through their dedication and leadership, have made a positive impact on the community.

The recipient of the **2012 Dee Wescott Community Organization Award is Charlene DeBruin of Eagle Creek**. Charlene has been chair of the Eagle Creek-Barton CPO since 2007. During this time she has strengthened, broadened and increased citizen involvement in the rural Clackamas County community. She was the first CPO representative to the Clackamas County Coordinating Committee, serving for two years. Charlene is currently on the County's Transportation System Plan Update Citizen Advisory Committee. She was a significant driver in establishing the County Heritage Tree Program, a supporter of the rural Area Commission on Transportation movement, and involved in the 2001-2002 Statewide Transportation Improvement Program. Charlene continues to mentor other CPOs and share her experience as an active and effective citizen leader.

Charlene gives her time and energy to make positive contributions to her neighbors, community and County. She exemplifies the spirit of volunteerism and is a worthy recipient of the Dee Wescott Community Organization Award being presented during National Volunteer Appreciation Week.

Sincerely,


Gary Schmidt
Director

For information on this issue, please contact Barbara Smolak at 503.655.8552



2

 COPY

Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

April 19, 2012

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

ENERGIZE CLACKAMAS COUNTY: CREATING JOBS AND REDUCING COSTS FOR CLACKAMAS COUNTY RESIDENTS

In August 2009, the Office of Sustainability was awarded a federal Energy Efficiency Conservation Block Grant of more than \$3 million to create *Energize Clackamas County* -- six programs designed to meet goals in the *2008 Action Plan for a Sustainable Clackamas County* -- create jobs, reduce energy costs and save energy in public and commercial buildings, and residential dwellings.

Through a partnership with Energy Trust of Oregon and Earth Advantage, we:

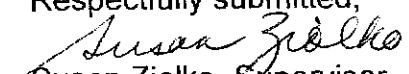
- Educated residents about existing energy efficiency programs
- Supplemented the incentives homeowners receive for implementing the most effective energy efficiency retrofits
- Provided bonus incentives to homebuilders that built to standards beyond current energy code requirements
- Educated members of the new Home Performance Contractors Guild of Oregon and encouraged them to share information with Clackamas County customers .

Today we are excited to announce that Energize Clackamas County has reached a milestone -- 1,000 Clackamas County homeowners have received cash incentives to weatherize their homes, thereby saving both money and energy. Homeowners have received more than \$550,000 in Energize rebates, which has:

- Leveraged more than \$2.3 million of work;
- Saved residents about \$150,000 annually in energy costs;
- Created more than 10 new jobs in local and regional businesses.

RECOMMENDATION

We respectfully request that the Board of County Commissioners help celebrate the success of this program by presenting ceremonial rebate checks to two homeowners (representing the 1,000) who have completed home energy efficiency upgrades.

Respectfully submitted,

Susan Ziolk, Supervisor
Office of Sustainability

For more information on this item, please contact Susan Ziolk, 503-742-4455

April 19, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**Approval to Apply for Renewal of the U.S. Department of Housing and Urban
Development's (HUD's) Housing Choice Voucher Family Self-Sufficiency Program
Coordinators (FSS) Administrative Fee Funding**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department (H3S), requests approval to apply for a renewal of its FSS Administrative Fee funding. The FSS renewal would provide twelve months of funding for 1.5 Coordinators' salary and benefits. The FSS renewal would not exceed \$150,000.

HACC has utilized this funding since 1999 to maintain one FSS Coordinator position. Two years ago, HACC applied and successfully received funding for an additional half time position. Therefore, HACC will be requesting renewal funding for 1.5 FSS Coordinators.

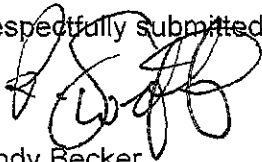
The purpose of the FSS program is to help Voucher families make progress toward self-sufficiency and establish escrow accounts for money management, homeownership, and education in the future. The FSS coordinator assures that program participants are linked to the supportive services they need to achieve self-sufficiency. Without this Grant, HACC could not offer the services of an FSS Coordinator.

The FSS Administrative Fee funding renewal, if granted, would not affect staffing. No matching funds are required. No County General Funds are involved.

Recommendation

HACC recommends the approval to apply for the FSS Administrative Fee funding renewal and further recommends the acceptance of the renewal, if granted, and that the HACC Executive Director be authorized to sign all documents necessary to accomplish this action on behalf of the Board.

Respectfully submitted,



Cindy Becker
Director

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

Cindy Becker
Director

April 19, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Memorandum of Understanding with Partners under the Housing Works Department of Labor Grant to provide workforce development services to residents

The Housing Authority of Clackamas County (HACC), a Division of the Department of Health, Housing and Human Services, requests approval to enter into a Memorandum of Understanding (MOU) with the Housing Works of Clackamas County Collaboration. Housing Works of Clackamas County is a collaborative workforce development partnership comprised of the following organizations:

- Workforce Investment Council of Clackamas County (WICCO)
- Housing Authority of Clackamas County (HACC)
- Oregon Health Care Association (OHCA)
- Kaiser Permanente
- MEC Northwest
- Express Employment Professionals
- Mt. Hood Community College
- Worksystems Inc. (WSI)

This MOU is entered into under the pending application by Worksystems Inc. to the Department of Labor for grant funding to provide workforce development services to residents of regional public housing agencies.

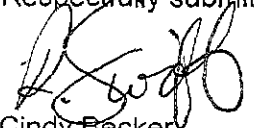
Under this MOU, the Housing Authority of Clackamas County (HACC) agrees to provide workforce development case management for up to 50 Public Housing and Section 8 residents. HACC has agreed to provide funding that leverages other resources for .5 FTE Case Manager or up to \$40,000 to assist in the delivery of services under this grant.

This MOU will be effective upon pending award notification from the Department of Labor. The term of the MOU is July 2012 through October 2015. No County General Funds are involved.

Recommendation

We recommend the approval to enter into this MOU with the Housing Works of Clackamas County Collaboration. Additionally, we that the Director of the Department of Human Services be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Cindy Becker
Director

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

Healthy Families. Strong Communities.

Memorandum of Understanding¹ - Housing Works of Clackamas County

A partnership of the Workforce Investment Council of Clackamas County (WICCO), the Housing Authority of Clackamas County (HACC), the Oregon Health Care Association (OHCA), Kaiser Permanente, MEC Northwest, Express Employment Professionals, Mt. Hood Community College (MHCC) and Worksystems, Inc. (WSI)

Housing Works: A Regional Housing-Workforce Alliance is a ground-breaking collaboration between a consortium of Workforce Investment Boards (WIB) and Public Housing Authorities (PHA) serving the bi-state, four county region that comprises the Portland-Vancouver metropolitan area. Following years of economic volatility, budgetary reductions and skyrocketing need, publically funded services' ability to meet demand has been tapped by the never ending spiral of doing more with less. In response, *Housing Works* partners have come together with a shared vision of systemic alignment and co-resourced services to create an efficient and highly responsive system with the capacity to enhance the self-sufficiency of the region's PHA residents and train workers for the region's growth industries. Strategies include collaborative resource sharing (co-resourcing); a rich array of training and employment services linked to growth industries; work-attachment activities; on-going cohort-based employment activities; and an emphasis on building the organizational capacity necessary to initiate and sustain long-term systemic change. The purpose of this Memorandum of Understanding is to define the roles and responsibilities of the Workforce Investment Council (WICCO), HACC, OHCA, Kaiser Permanente, MEC Northwest, Express Employment Professionals, MHCC, and Worksystems, Inc. (hereafter referred to as the HW Clackamas Alliance) in the implementation of the Housing Works Project in Clackamas County, Oregon.

PURPOSE: Optimize the efficiency and impact of workforce development services for those with multiple barriers by making strategic investments that nurture collaborative programming, eliminate the effects of silo funding, and implement evidence-based practices within Clackamas County.

Goal One: Increase collaboration between the region's workforce development providers and Housing Authorities through the execution of formal agreements that dedicate ongoing resources to coordinated/co-funded services, and through purposeful policy alignment that reduces barriers to partnership over time.

Goal Two: Increase the efficiency of the region's workforce development and housing authority services by co-investing resources in the PHA resident population with the shared goal of eliminating program redundancies and increasing resident employment.

Goal Three: Increase the earning potential of PHA residents by improving access to and retention in training services linked to high-demand occupations.

Goal Four: Accelerate a path to self-sufficiency for work-able PHA residents through attainment and retention of employment in high-demand occupations.

To achieve these goals, the HW Clackamas Alliance agrees to the following:

WICCO will:

1. Fully participate in the *Housing Works* regional leadership team and coordinate with regional WIB partners to adhere to grant goals and reporting guidelines
2. Assign a lead staff member to work on project committees and manage WICCO's participation in project activities.

¹ This MOU is draft only, pending Housing Authority of Clackamas County Board approval on 4/19/2012. Upon approval by the HACC BOD, the MOU is fully executed.

3. Work with the employers named in this MOU, the Regional Competitiveness Committee (of the Columbia-Willamette Regional Workforce Collaborative), WorkSource, and additional local employers to develop ongoing industry intelligence to inform training pathways, and to develop employment opportunities and work experiences for *Housing Works* participants.
4. Designate a WorkSource Liaison to:
 - o provide training and on-going technical assistance to HACC case managers around developing career plans and using the WorkSource system to implement them.
 - o provide case managers with regular updates, WorkSource Center procedures, schedules, performance progress and other related issues.
 - o trouble-shoot, in collaboration with case managers, issues that arise when customers have difficulty accessing WorkSource services or resources.
5. Work with partner WIBs to develop/refine training for HACC staff (to be delivered through Liaisons) covering:
 - o Services offered through WorkSource and the process for accessing services
 - o Career Mapping and Resource Planning process
 - o Best Practices in Workforce Case Management
 - o Prosperity Planner
 - o Using WIB database to monitor client engagement/progress
6. Provide ongoing updates about WorkSource Center resources, processes, and performance objectives.
7. Provide point-in-time and aggregate reports about participant success and activities.
8. Convene local partners to evaluate the partnership on a regular basis (quarterly, at minimum).
9. Support the design and implementation of Career Link courses through a third party vendor for all project participants;
10. Set aside training resources through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself, to ensure that the following WorkSource resources are reserved for the 50 HACC program participants enrolled in the *Housing Works* Project:
 - o Welcome (enrollment) process at WorkSource (all participants);
 - o Workshops and one-on-one staff assisted services* (all);
 - o Internships (25), Occupational Skills Training programs/certifications (25), and/or On-the-Job Training programs (7), as appropriate*

*Individuals may access more than one service.
11. Share information through confidentiality and data sharing agreements with project partners, as appropriate.
12. Resource other project expenses through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself.

HACC will either directly deliver or contract with a third party to deliver the following:

1. Assign a lead staff member to work on project committees and manage HACC's participation in project activities.
2. Identify, screen, and assess 50 HACC participants who are stabilized and ready to move toward an employment goal.
3. Facilitate the Career Mapping workshop for all job seekers interested in engaging in skill development activities through WorkSource.
4. Develop individual Career and Resource Plans with each job seeker interested in engaging in WorkSource skill development activities.

5. Provide guidance about WorkSource center services to participants interested in accessing WorkSource products.
6. Resource case management services through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself.
7. Designate staff members to meet with WorkSource Liaisons regularly, and to provide intensive case management to targeted program participants interested in finding employment through WorkSource at a case management ratio of 30 active participants per 1 FTE.
8. Ensure staff members participate in training and orientation about workforce case management, WorkSource services, the training application process, and Career Mapping and Resource Planning.
9. Ensure staff members participate in requisite WIB database training, and sign and submit all required confidentiality agreements.
10. Ensure staff members collect signed Release of Information forms from participants to allow for exchange of pertinent information between HACC and WorkSource staff.
11. Follow-up with customers during engagement with WorkSource skill development and employment services; assist with the completion of pre-requisites for training, as needed.
12. Provide on-going case management, resource coordination, support services and transition support to *Housing Works* participants served through WorkSource.
13. Commit to applying for Moving to Work status through the US Department of Housing and Urban Development during the Workforce Innovation Fund grant implementation period (if Moving To Work applications are being accepted by HUD during that period, and if the agency meets eligibility requirements) to foster long-term project sustainability.
14. Resource other project expenses through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself.

The Oregon Health Care Association will:

1. Reach out to the Association's constituent healthcare businesses in Clackamas County and encourage them to become involved in the *Housing Works* project, where appropriate.
2. Serve on a regional industry skill panel with area healthcare businesses to support the development of the overall project model by providing:
 - o ongoing intelligence about workforce & hiring needs, including target occupations, certifications, and skills.
 - o ongoing identification of healthcare-specific, high-need occupations and the skills sets that are needed to fill them
 - o development of approaches for customized training that reflect industry needs
3. Support collection and aggregation of industry information that can help to guide training investments and participant success.
4. Market On-the-Job Training opportunities and/or Internships as workforce solutions to constituent member businesses over the life of the *Housing Works* project.

Kaiser Permanente, representing the healthcare industry, will:

1. Reach out to other healthcare businesses and encourage them to become involved in the *Housing Works* project.
2. Serve on a regional industry skill panel with other healthcare businesses to support the development of the overall project model by providing:

- ongoing company-specific intelligence about workforce & hiring needs, including target occupations, certifications, and skills.
 - ongoing identification of healthcare-specific, high-need occupations and the skills sets that are needed to fill them
 - development of approaches for customized training that reflect industry needs
3. Consider hiring candidates who complete industry-identified priority trainings funded through this project.
 4. Support collection and aggregation of industry information that can help to guide training investments and participant success.
 5. Offer On-the-Job Training opportunities and/or Internships for qualified applicants recruited and screened through WorkSource over the life of the *Housing Works* project.

MEC Northwest, representing the manufacturing industry, will:

1. Reach out to other manufacturing businesses and encourage them to become involved in the *Housing Works* project.
2. Serve on a regional industry skill panel with other manufacturing businesses to support the development of the overall project model by providing:
 - ongoing company-specific intelligence about workforce & hiring needs, including target occupations, certifications, and skills.
 - ongoing identification of manufacturing -specific, high-need occupations and the skills sets that are needed to fill them
 - development of approaches for customized training that reflect industry needs
3. Consider hiring candidates who complete industry-identified priority trainings funded through this project.
4. Support collection and aggregation of industry information that can help to guide training investments and participant success.
5. Offer On-the-Job Training opportunities and/or Internships for qualified applicants recruited and screened through WorkSource over the life of the *Housing Works* project.

Express Employment Professionals, representing the professional and business services industry, will:

1. Reach out to other businesses that employ office and administrative support professionals, and encourage them to become involved in the *Housing Works* project.
2. Serve on a regional industry skill panel with other businesses that employ office and administrative support professionals to support the development of the overall project model by providing:
 - ongoing company-specific intelligence about workforce & hiring needs, including target occupations, certifications, and skills.
 - ongoing identification of high-need office/administrative occupations and the skills sets that are needed to fill them
 - development of approaches for customized training that reflect industry needs
3. Consider hiring candidates who complete industry-identified priority trainings funded through this project.
4. Support collection and aggregation of industry information that can help to guide training investments and participant success.
5. Offer On-the-Job Training opportunities and/or Internships for qualified applicants recruited and screened through WorkSource over the life of the *Housing Works* project.

MHCC will:

1. Resource Adult Basic Education (ABE) services through leveraged dollars as outlined in the Workforce Innovation Fund grant proposal/budget narrative, to supplement the resources provided through the Workforce Innovation Fund grant itself.
2. Oversee delivery of up to three "pre-OPABS" and up to three "OPABS" ABE courses for cohorts of 20 *Housing Works* participants. The exact number of pre-OPABS and OPABS trainings will be determined after the project begins, based on factors such as budget, geography, and participant demand.

3. Serve on pertinent regional industry skill panels with area businesses to support the development of the overall project model, and to best inform the content of the material delivered in industry-contextualized OPABS trainings.

WSI will:

1. Act as Workforce Innovation Fund grant administrator and direct liaison to the Department of Labor.
2. Provide overall project oversight, monitoring, and technical assistance via the following actions:
 - o Contract with WICCO and HACC to deliver services and activities specified in this MOU.
 - o Provide fiscal and program compliance monitoring throughout the grant cycle.
 - o Act as liaison with contracted third-party *Housing Works* evaluators and provide guidance about data-related, programmatic, and policy/administrative requests from the evaluators.
 - o Develop and implement trainings for WorkSource Liaisons, case managers, and other project staff as necessary to maintain fidelity to the proposed model.
 - o Convene *Housing Works* steering committee and support county-level convenings where necessary and appropriate.
 - o Provide additional technical assistance as needed by partners to ensure program success.

PROGRAM CONTACTS

Bridget Dazey, Program Manager, WICCO
bridget.dazey@wicco.org
503-657-1727

Trell Anderson, Executive Director, HACC
TrellAnd@clackamas.us
503-655-8506

Pam Ruona, Director of Policy and Programs,
Oregon Health Care Association
pruona@ohca.com
503-726-5235

Gary Peterson, Chief Operating Officer,
Kaiser Permanente
Gary.R.Peterson@kp.org
503-571-0413

Janice Chandler, Human Resources Manager,
MEC Northwest
jchandler@mecnorthwest.com
503-263-7300

Bryan Baker, General Manager,
Express Employment Professionals
bryan.baker@eproportland.com
503-612-1556

Marc Goldberg, Dean of Workforce/Adult Education,
Mt. Hood Community College
marc.goldberg@mhcc.edu
503-491-7019

Pam Hester, Senior Project Manager, WSI
phester@worksystems.org
503-478-7322

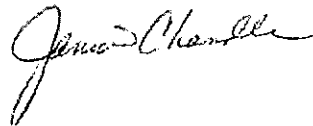
EXECUTION

We, the undersigned, understand that we are committing to fulfill the responsibilities outlined in this Memorandum of Understanding for the duration of the *Housing Works* project, funded through the United States Department of Labor's (DOL) Workforce Investment Fund and through our own organization's resources, as described in the Budget Narrative for the project submitted to DOL.

This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by all parties. This agreement may be amended at any time with written agreement by all parties.



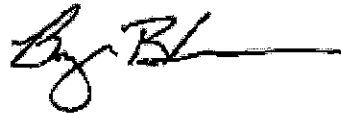
Kim Parker
Executive Director
Workforce Investment Council (WICCO)



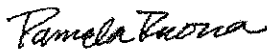
Janice Chandler
Human Resources Manager
MEC Northwest



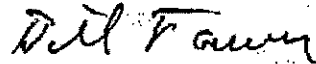
Trell Anderson
Executive Director
Housing Authority of Clackamas County



Bryan Baker
General Manager
Express Employment Professionals



Pam Ruona
Director of Policy and Programs
Oregon Health Care Association



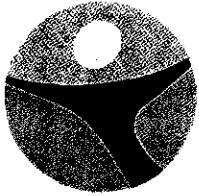
Bill Farver
VP of Administrative Services
Mt. Hood Community College



Gary Peterson
Chief Operating Officer
Kaiser Permanente – Sunnyside Medical Center



Andrew McGough
Executive Director
Worksystems, Inc.



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

5

April 19, 2012

Board of Commissioners
Acting as the Governing Body of the
North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Between the North Clackamas Parks and Recreation District (NCPRD) and TriMet for Design and Construction Services for the Trolley Trail Segment 2

NCPRD has been coordinating with TriMet and other partners to avoid conflicts between the Trolley Trail multi-use path project and the Portland to Milwaukie light rail extension (LRT). The LRT and Trolley Trail projects are co-located for approximately 0.6 miles between the railroad trestle at 22nd Avenue in the City of Milwaukie and SE Park Avenue in Clackamas County. Due to the proximity and differing timelines of the two projects, Segment 2 of the Trolley Trail was removed from the NCPRD construction contract and scheduled to be built at the same time as the LRT project. Public discussion supported waiting to build this section of the trail, rather than seeing public resources wasted by building Segment 2 now and having it later ripped out and rebuilt if the LRT is constructed. A prior draft of this agreement was submitted for approval at the March 29, 2012 business meeting, however, was removed pending further review and discussion. The Board subsequently discussed the details of this IGA at a study session on April 10, 2012.

The revised IGA lays out the roles and responsibilities for each agency related to the construction of Segment 2 of the Trolley Trail, and specifically memorializes the following key details (see attached):

- TriMet will construct Segment 2 of the trail from SE River Road to SE Park Avenue at no cost to NCPRD.
- If TriMet fails to build the trail, it must provide funding to NCPRD for the construction and related costs.
- Segment 2 of the trail shall be completed by December 1, 2014.

Approval of this IGA assures the integrity of the Trolley Trail and confirms completion of the project by TriMet regardless of the outcome of the LRT project. This assurance is required not only by NCPRD, but also by the Federal Highway Administration (FHWA) and the Oregon Department of Transportation (ODOT), which provided significant

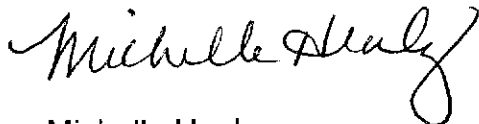
transportation grant funding to NCPRD to construct the entire 5 mile stretch of the Trolley Trail. If the entire trail fails to be completed by the end of 2014, NCPRD could be found in breach of the grant agreement with ODOT and FHWA and be required to reimburse the grant funds.

County Counsel has reviewed and approved the language in the attached IGA.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the IGA with TriMet for Segment 2 of the Trolley Trail.

Sincerely,



Michelle Healy
Deputy Director

For information on this issue or attachments please contact Michelle Healy at (503)742-4356

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND THE NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT FOR DESIGN AND CONSTRUCTION SERVICES
FOR TROLLEY TRAIL SEGMENT 2**

This intergovernmental agreement ("Agreement") is made and entered into by and between the North Clackamas Parks and Recreation District ("NCPRD") and the Tri-County Metropolitan Transportation District of Oregon ("TriMet") (collectively the "Parties"), effective as of the date of the last signature, below.

RECITALS

A. TriMet is planning to construct the Portland-Milwaukie Light Rail Project ("Project"), which is a 7.3 mile light rail project between Portland State University and north Clackamas County. The Project terminates at Park Avenue in unincorporated Clackamas County.

B. In 2008, Clackamas County, City of Milwaukie, City of Portland, City of Oregon City, Multnomah County, ODOT, TriMet and Metro adopted the Locally Preferred Alternative that called for TriMet to construct the Project to SE Park Avenue and requiring utilization of real property between SE River Road and SE Park Avenue ("Property").

C. During the planning for the Project, TriMet requested that NCPRD allow the proposed Project to utilize the Property owned by NCPRD, and NCPRD agreed. TriMet and NCPRD agreed that the Project would not prevent the construction of a hard surface multiple use public trail ("Trail") and related amenities, such as landscaping, stormwater pipes, and drainage.

D. The Parties desire to continue to work collaboratively to minimize impacts on the Trail due to the construction of the Project, and to design and construct the Trail on the Property in a manner that provides a significant benefit to both Trail and transit users. NCPRD is prepared to assign staff to the Project as necessary to provide design guidance for the Trail.

E. At no cost to NCPRD, TriMet will construct the Trail on the Property from Park Avenue to River Road by December 1, 2014.

F. TriMet and NCPRD are authorized to enter into this Agreement with each other pursuant to the provisions of ORS 190.

NOW, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

I. NCPRD OBLIGATIONS

A. Design Phase

1. NCPRD staff will assist, review and approve the design of the Trail from Park Avenue to River Road. NCPRD staff will participate in design phase meetings, review design submittals, and provide feedback regarding TriMet's Trail design, including quality and compatibility with NCPRD Trail guidelines. Such review and assistance shall occur in a prompt and expeditious manner, in order to ensure that TriMet meets its design schedule. NCPRD staff will be reimbursed for time associated with the design and construction of the Trail as set forth in the Design and Construction Agreement between TriMet and Clackamas County.

2. NCPRD staff will participate at public meetings regarding the Project or the Trail, as requested by TriMet or as appropriate.

3. NCPRD and TriMet are partners in a Natural Areas Bond Measure Capital Grant Award, and agree to comply with the terms of the grant while designing the Trail. NCPRD is not party to the agreement between Metro, OLSD and TriMet related to the grant award; however, NCPRD will support the grant with staff time directly related to the terms of the grant application.

B. Construction

1. Utility Relocation. NCPRD shall, at TriMet's request and specifications, convey any notice required in order to facilitate such relocation. After such notice is given, NCPRD agrees to delegate to TriMet the authority to act on its behalf related to such utility relocation consistent with the design. TriMet agrees to bear any cost of utility relocation on the Property.

2. Detours. NCPRD staff will assist TriMet regarding Trail detours during construction.

3. Access. TriMet and its contractor shall have the right to enter onto the Property for the purposes of construction staging, advanced utility relocation, bridge foundation work, and other construction work ("Construction Work") related to construction of the Project. TriMet shall hold NCPRD and its employees, agents and elected officials harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including without limitation settlement payments and attorney's, expert's and consultant's fees ("Claims") arising from the Construction Work except to the extent caused by NCPRD's gross negligence or willful misconduct. Any claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses, including without limitation settlement payments and

attorney's, expert's and consultant's fees, arising from this Agreement but not from the Construction Work on the Property, shall be governed by Section IV(0), below.

II. TRIMET OBLIGATIONS

A. Design Phase

TriMet shall be responsible for designing the Trail from Park Avenue to River Road, with NCPRD review and final approval authority. TriMet understands that certain mitigation is required, as set forth in the FEIS. Unless otherwise agreed by the parties in the manner described in this paragraph, TriMet's design will include the following:

1. A planted buffer zone will be installed between the Trail and the light rail line. This buffer zone will be at least six feet wide, unless otherwise agreed by NCPRD as part of the design review and approval process. Where possible, the Trail will be designed to utilize adjacent right-of-way to create a wider buffer zone.

2. Include terracing or planted slopes on the retaining walls adjacent to the Trail in order to provide a natural setting, in accordance with the design submitted as the basis of the approved Trolley Trail City of Milwaukie land use action.

3. Include a new signalized crossing of SE Park Avenue that will allow Trail users to safely cross Park Avenue. This signal will include a bicycle activated exclusive phase that allows bikers using the Trail to cross Park Avenue diagonally, maintaining a direct connection to the Trail.

4. Design the Trail elevation relative to light rail to maximize visibility to and from the Trail to incorporate Crime Prevention Through Environmental Design ("CPTED") principles.

5. Include pedestrian scale lighting along the Trail between Park Avenue and River Road. Functional lighting will be included under the light rail structure and adjacent to light rail to maintain a similar level of lighting that would have existed if the Trail had been constructed as planned prior to the presence of light rail. The lighting may be incorporated into the light rail system or the Trail section.

6. NCPRD and TriMet are partners in a Natural Areas Bond Measure Capital Grant Award, and agree to comply with the terms of the grant while designing the Trail.

B. Construction

TriMet will construct the Trail from Park Avenue to River Road to conform to the design finalized in accordance with Section II (A), above.

1. Prior to construction of light rail in the area that affects existing Trail users between SE Park Avenue and River Road, TriMet will direct Trail users to the existing sidewalk and bike lane on the east side of SE McLoughlin Blvd, or other mutually agreed upon detour, until light rail and Trail construction are completed in this area.

2. TriMet will confirm by December 1, 2013 that it is on schedule to complete the Segment 2 of the Trail. If TriMet is not able to complete the construction by December 1, 2014, NCPRD may commence construction of Segment 2 and TriMet agrees to pay all direct and indirect costs of such effort and will pay promptly any written payment demand provided by NCPRD for the construction and management of completion of the Trail.

3. Unless TriMet is paying NCPRD to complete construction under B.2 hereof, TriMet will complete construction of the Trail by December 1, 2014.

4. TriMet will allow NCPRD to inspect work progress during construction of the Trail, and any on-site design changes will be discussed and pre-approved by NCPRD. NCPRD shall promptly respond to any requests for changes that arise from design changes or site conditions.

5. Upon completion of construction, TriMet will provide NCPRD with as-built drawings of the Trail.

6. TriMet will provide NCPRD with one point of contact for coordination during the design, construction and maintenance of the light rail and the Trail.

7. TriMet will provide NCPRD with timely updates on the progress of construction for NCPRD to share on its Trail web site or by other means.

III. JOINT OBLIGATIONS

The parties agree to negotiate in good faith, and enter into a separate Maintenance Agreement, as described above. The maintenance agreement will set forth the Parties' maintenance roles and responsibilities, addressing, at a minimum, (i) long term capital asset replacement, (ii) regular maintenance and repair, (iii) insurance coverage, (iv) indemnification, and (v) impact of maintenance or repair efforts for the light rail on the Trail. The Parties agree to execute the maintenance agreement prior to the time the Project opens for revenue service.

IV. GENERAL PROVISIONS

A. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

B. Compliance with Law: The parties recognize that funds provided by the Federal Transit Administration (FTA) will be used to pay for a portion of the Project. Each party agrees to comply with all local, state, and federal laws and regulations and fully

understands and agrees to comply with all applicable requirements governing the work of FTA contractors.

C. Federal Funding Limitation: To the extent applicable to each of the respective parties, this Agreement is subject to all federal provisions prescribed for third-party contracts by the federal grant agreement.

D. Unless terminated sooner by a method set forth in this Agreement, the Agreement shall terminate 30 days after the conclusion of substantial completion of construction the Project. The Agreement may be extended by the mutual written consent of both Parties.

E. This Agreement may be terminated at any time by the mutual written consent of both Parties.

F. Either Party may terminate this Agreement in the event of a material breach by the other Party, but only if the other Party fails to cure the breach within 60 days of receipt of written notice specifying the breach.

G. The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

H. NCPRD and TriMet are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement.

I. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

J. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

K. This Agreement shall be construed according to the laws of the State of Oregon. TriMet and NCPRD shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that 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 mediation shall take place in Portland, Oregon. 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. The mediator's fees and costs shall be borne equally by the parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available. Any litigation between NCPRD and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

L. If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

M. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

N. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party. If TriMet fails to complete the Trail as required herein, the parties agree that a component of any remedy shall include restoration of the Property to a state at least equal if not better to the conditions that existed prior to construction.

O. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the other and its directors, officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

P. All routine correspondence and communication regarding this Agreement shall be between the following representatives of the Parties:

TriMet: Leah Robbins
TriMet Capital Projects
710 NE Holladay Street
Portland, OR 97232
Telephone: (503) 962-2264
Fax: (503) 962-2282

With copy to: TriMet Legal Department
710 NE Holladay Street
Portland, OR 97232
Attn: Lance Erz
Telephone: (503) 962-2108
Fax: (503) 962-2299

NCPRD: Michelle Healy
Deputy Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

With a copy to: Chris Storey
Assistant County Counsel
150 Beaver Creek Road, 4th Floor
Oregon City, OR 97045

Q. Either Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

R. Each party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a party represents that it has been authorized by that party to execute and deliver this Agreement.

[Signature Page Follows]

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By _____
Daniel W. Blocher, P.E., Executive
Director

Date _____

APPROVED AS FORM

By _____
Lance Erz, TriMet Legal Department

Date _____

**NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT**

By _____
Chair, NCPRD Board of Directors

Date _____

APPROVED AS FORM

By _____
Chris Storey, Assistant County Counsel

Date _____



6
CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with David Evans and Associates, Inc. for Consulting Engineering Services for the Pudding River (Whiskey Hill Rd) Bridge Replacement Project

The existing Pudding River (Whiskey Hill Road) Bridge was built in 1931 and is listed as structurally deficient with a sufficiency rating of 11.5. The bridge is very narrow and combined with the horizontally curved alignment and resulting poor site distance, numerous accidents have occurred at this location. Due to the current condition of the bridge, this project qualified for Federal Highway Bridge Program funds.

The purpose of this contract is to hire a consultant to design a replacement bridge across the Pudding River. Staff has reviewed professional services proposals submitted by design consultants and selected David Evans and Associates, Inc. as the highest rated proposer. The proposed contract is for \$900,613.40.

County Counsel has reviewed and approved this contract.

Recommendation

Staff respectfully recommends that the Board approves and signs the contract with David Evans and Associates, Inc. for consulting engineering services for the replacement of the Pudding River (Whiskey Hill Road) Bridge.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on Board Agenda April 19th, 2012
By Purchasing Division

For information on this issue or copies of attachments
please contact Joel Howie at (503) 742-4658



LANE MILLER
MANAGER

PURCHASING DIVISION

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

April 19, 2012

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of April 19, 2012, this contract with David Evans and Associates, Inc. for **Consulting Engineering Services for the Pudding River (Whiskey Hill Rd) Bridge Replacement Project**. This project was requested by Joel Howie, DTD Project Manager, and was publicly advertised in accordance with ORS 279. Eight proposal responses were received: David Evans & Associates, Harper Houf Peterson Righellis, HNTB Corporation, KPFF Consulting Engineers, OTAK, Parametrix, Quincy Engineering, and TY Lin International. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. David Evans & Associates, Inc. was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$900,613.40. The contract term is from contract execution through June 30, 2014. Contract documents have been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 416-2433-02105-481180-22184 for fiscal years 2011/2012, 2012/2013 and 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

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 15, 2012 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

PRESENT: Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Jamie Damon
Housing Authority Commissioner Erica Allison

EXCUSED: Commissioner Ann Lininger

I. CALL TO ORDER

- Roll Call

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

- **Pledge of Allegiance**
- Approval of Order of Agenda

MOTION:

Commissioner Bernard: I move approve the order of the Agenda.

Commissioner Damon: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

II. PRESENTATION

1. Recognition of the McLoughlin Area Plan Committee Members for their Work
Developing the McLoughlin Area Plan

Dave Queener, Development Agency presented the staff report acknowledging the committee members.

~Board Discussion~ the Board presented certificates and thanked all the members for their time and commitment to this project.

Chair Lehan announced the Board is as the Housing Authority Board for the next item, she asked the Clerk to read the Housing Authority Consent Agenda by title. She then asked for a motion.

III. HOUSING AUTHORITY CONSENT AGENDA

MOTION:

Commissioner Allison: I move approve of the Housing Authority Consent Agenda.

Commissioner Bernard: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Allison: Aye.

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

1. Approval of a Contract with Epic Land Solutions to Provide Relocation Services
2. Approval of Contract with Right-of-Way Associates to Provide Relocation Services
3. Approval to Apply for a 2012 Resident Opportunity for Self-Sufficiency Service Coordinator Grant from the Department of Housing and Urban Development
4. In the Matter of Writing Off Uncollectible Accounts for the Third Quarter of FY 2012

IV. PUBLIC HEARING

Chair Lehan announced the Board is sitting as the Housing Authority Board for this item.

She also stated there has been a request from Commissioner Lininger to postpone the Board discussion on this item until next week when she will be present. Therefore, we will hold the public hearing and take testimony today, Commissioner Lininger will listen to the meeting and be prepared to discuss on Thursday, March 22nd.

1. Public Hearing for the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan

Trell Anderson, Housing Authority Director presented the staff report. He stated the purpose of annual plan is to provide an annual update to HUD regarding the Housing Authority's policies, rules and requirements concerning its preparation, programs and services. He briefly highlighted the plan for the Board.

Chair Lehan opened the public hearing and stated she has several folks who wish to speak.

1. Martha McLennan, NW Housing Alternatives – supports the Housing Authority annual plan.
2. Gary Knepper, Sandy – HA Employee - opposed the consortium program.
3. Anita French, Milwaukie – HA Employee – opposes number 19 under the housing voucher program – submitted a letter.
4. Gordon Newman, Clackamas County Landlord – opposes number 19 under the voucher program.
5. Sharonda Meade, Milwaukie – Section 8 tenant – opposes moving voucher program to Portland.
6. Charles Meacham, Damascus, retired HA employee – opposes consortium program with the City of Portland.

Chair Lehan asked if anyone else wished to speak, seeing none she closed the public hearing. She asked for a motion to continue this for Board discussion on March 22nd.

MOTION:

Commissioner Bernard: I move we continue the discussion portion of this hearing to the March 22, 2012 Business Meeting.

Commissioner Savas: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Allison: Aye.

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

V. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

VI. CITIZEN COMMUNICATION

1. David Jones, 21010 S. Redland Road, Oregon City - . He received a letter from Code Enforcement a few months ago stating his home never had any permits and he needs to get a building, electrical, plumbing, septic and occupancy permits.

Chair Lehan stated we would look into this issue and get back to Mr. Jones.

2. Yvonne Lazarus, Oak Grove – encouraging folks to vote.
3. Les Poole, Oak Grove – Light rail and the County’s involvement.
4. Herb Chow – Light rail and Bernard’s property – played an audio of Jim Bernard.
5. Jim Knapp, Milwaukie – petitioner for the Milwaukie light rail, right to vote.
6. Mack Woods, Canby – public records regarding Bernard’s property.

Chair Lehan asked the Clerk to read the consent agenda by title, she then asked for a motion.

VII. CONSENT AGENDA

MOTION:

Commissioner Damon: I move we approve the Consent Agenda.

Commissioner Bernard: Second.

Chair Lehan – all those in favor/opposed:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – The Ayes have it and the motion is approved.

A. Health, Housing & Human Services

1. Approval to Apply for the Northwest Health Foundation Safety Net Clinic Patient Centered Primary Care Home (PCPCH) Transformation Fund - CH
2. Approval of a Professional, Technical and Consultant Service Contract with Oregon Family Support Network to Provide Peer Support Services - BH

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Business & Community Services

1. Approval to Execute a Roadway and Access Easement Relating to Clackamas County Eagle Fern Park

D. Department of Emergency Management

1. Approval of a Local Grant Agreement with Sub-grantees for the Fiscal Year 2010 Urban Area Security Initiative Grant

VIII. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 11:40 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/>



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #10 to the Contract with SERA Architects Inc. for Architectural, Interiors and Engineering Services for the Renovation of the Clackamas County Sunnybrook Building and the Design of the New Evidence Processing and Crime Lab

In early 2009 the County and SERA Architects Inc. conducted a Facilities Master Planning effort concentrating on the needs of the County Sheriff's operations in the County with emphasis on Jail improvements and the potential reuse of the Sunnybrook facility by the Sheriff's Office. The review determined that the Sunnybrook Building could provide a consolidated site housing the Sheriff's Office and the new Justice Court operations. The planning effort also determined that a new Evidence Processing and Crime Lab with expansion room for the future would enhance the day to day operation of the Sheriff's Office.

This Contract provides for architectural services necessary to renovate the Sunnybrook Building and design the new Evidence Processing and Crime Lab Building.

During the course of the project, refinements to the initial scope of work became necessary.

Amendment #1 (\$27,253.15) addressed the need to revise the space plan for the Sunnybrook building at the request of the Sheriffs' Office to best meet their needs.

Amendment #2 (\$55,090.00) addressed the need to provide the services necessary to ensure compliance with LEED Gold certification requirements and some site specific changes owing to initial design review process comments.

Amendment #3(\$98,501.00) provided for the pedestrian connection to the Promenade Center, vehicular access modifications, satisfaction of final design review comments and the incorporation of all changes into the bid and construction documents.

Amendment #4 (\$4,280.00) included additional survey information requested by Clackamas County Water Environment Services Department (WES) for locating the spillway for the existing detention pond of the affected parcel where the proposed pedestrian stair will be constructed and revising the design documents and storm reports to accommodate potential spillway outflow from the adjacent property.

Amendment #5 (\$11,960.00) addressed the revisions to the storm system from one utilizing the existing public detention system to a design using an on-site underground detention system.

Amendment #6 (\$54,506.40) extended the term of the contract through December 31, 2011 for assistance with construction administration and will provide for design modifications to the first and third floors which were presented to and approved by the Project Steering Committee.

Amendment #7 (\$21,441.00) provided for the provided specialty testing and geo technical support for the Sunnybrook project.

Amendment #8 (\$36,510.00) provided for assistance with BETC application process, addressed the corrections required to remediate the latent building conditions and incorporated owner requested changes to the Sunnybrook project.

Amendment #9 (\$16,884.00) provided for as built documentation of owner provided network infrastructure, plan for mothballing 1st floor area to meet building code requirements, preliminary design of options for Justice Court operations, and some additional special testing on the Sunnybrook project.

Amendment #10 (\$208,060.00) will provide for the placement of the Evidence Facility, originally designed as a stand alone building, into the Silver Oaks Building. The amended scope will provide the design of the renovations necessary to adapt the space to meet the Sheriff's operational needs. Additionally the amended scope of work will incorporate the design effort required to upgrade the structure to "Essential Use" classification to allow for the alternative location for Emergency Operations.

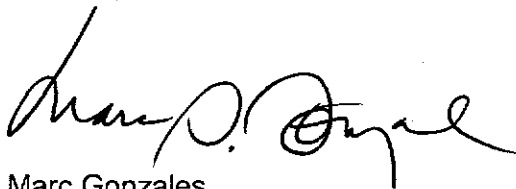
Funds for this contract are budgeted under 420-0221-00-431000-76076 - 76079. The total amount of the amended contract is not to exceed \$2,054,985.55.

Amendment #10 has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of Amendment #10. to the contract with SERA Architects Inc. for Architectural, Interiors and Engineering Services for the Renovation of the Clackamas County Sunnybrook Building and the Design of the New Evidence Processing and Crime Lab.

Sincerely,



Marc Gonzales
Finance Director

For more information please contact Lane Miller, Purchasing Manager at 503-742-5444

Placed on the BCC agenda of April 19, 2012 by the Purchasing Division

AMENDMENT #10
TO THE CONTRACT DOCUMENTS WITH SERA ARCHITECTS INC. FOR
ARCHITECTURAL, INTERIORS AND ENGINEERING SERVICES FOR THE RENOVATION
OF THE CLACKAMAS COUNTY SUNNYBROOK BUILDING AND THE DESIGN OF THE
NEW EVIDENCE PROCESSING & CRIME LAB

This Amendment #10, when signed by the Board of County Commissioners, as authorized by Board Order Number 2010-21 and Clackamas County LCRB Rules, will become part of the contract documents, superseding the original to the applicable extent indicated.

ADD:

Section I Scope

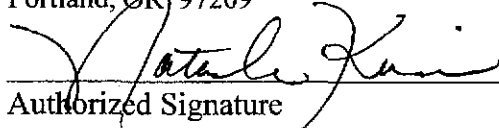
Add the Scope of Work per Attachment "J". Increase term to June 30, 2013.

Section II Compensation

Increase the compensation by \$208,060.00. The new total contract amount is not to exceed \$2,054,985.55..

ORIGINAL CONTRACT	\$1,520,500.00	
AMENDMENT #1	\$ 27,253.15	Time Extension
AMENDMENT #2	\$ 55,090.00	
AMENDMENT #3	\$ 98,501.00	
AMENDMENT #4	\$ 4,280.00	
AMENDMENT #5	\$ 11,960.00	
AMENDMENT #6	\$ 54,506.40	Time Extension
AMENDMENT #7	\$ 21,441.00	
AMENDMENT #8	\$ 36,510.00	
AMENDMENT #9	\$ 16,884.00	
AMENDMENT#10	<u>\$ 208,060.00</u>	Time Extension
TOTAL CONTRACT	\$2,054,985.55	

SERA Architects, Inc.
 338 NW 5th Avenue
 Portland, OR 97209



 Authorized Signature

Natasha Kov, Associate Principal

 Name/Title (Printed)

April 9, 2012

 Date


CLACKAMAS COUNTY BOARD
 OF COMMISSIONERS

 Chair

 Recording Secretary

 Date

APPROVED AS TO FORM



 County Counsel

Proposal for Architectural Services



Date March 28, 2012

Project Name Clackamas County Evidence Processing and Crime Lab
Tenant Improvements in the Silver Oaks Building

Project Number 100151

Attention Mr. Marc Gonzales, Director, Department of Finance
Address Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Overview/Project Description SERA Architects, Inc. appreciates this opportunity to submit the following proposal for Professional Services for a new Evidence Processing and Crime Lab facility located in Oregon City, Oregon. The main functional requirements of this project will match those of the Evidence Processing and Crime Lab building that was previously designed for the North Station (82nd and Sunnybrook Blvd)

Design Team The following team of consultants will be lead by SERA Architects to deliver the project:

Architecture	SERA Architects
Interior Design, Furniture, Move Coord	SERA Architects
Structural Engineering	KPFF Consulting Engineers
Mechanical Engineering	Interface Engineering
Electrical Engineering	Interface Engineering
Fire/Life Safety Systems	Interface Engineering
Technology Systems	Interface Engineering

Compensation Based upon the scope of work to be completed, our fee is on a time and materials basis not to exceed of three hundred nine thousand five hundred and seventy five dollars (\$309,575) inclusive of reimbursables, per the attached breakdown. Our services will be billed monthly as a percentage complete against this maximum. The reimbursable expenses that are included in the fee are attached to this Proposal.

If you have any questions regarding this proposal please contact either Don Eggleston or myself.

Sincerely,
SERA Architects

A handwritten signature in black ink, appearing to read "Natasha Koiv".

Natasha Koiv, IIDA
Associate Principal

Billing Rates

The following billing rates are applicable where basic services are computed on an hourly rate basis and for requested or required additional services – adjusted annually.

SERA Architects, Inc.	Rate/Hr
Principal	\$215.00
Associate Principal	\$170.00
Sr. Project Mgr./Sr. Project Architect/Sr. Designer/ Sr. Interior Designer.....	\$140.00
Planner.....	\$115.00 - \$140.00
Project Mgr/Project Architect/Project Interior Designer.....	\$115.00
Integrated Design Analyst.....	\$100.00
Sr. Job Captain- Architect/Interiors/Planning	\$100.00
Job Captain- Architect/Interiors/Planning	\$88.00
Jr. Job Captain- Architect/Interiors/Planning	\$75.00
Project Assistant- Architect/Interiors/Planning	\$70.00
Project Visualization	\$100.00
Administrative Personnel	\$65.00

Reimbursables

Reimbursable expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed as follows:

1. The following reimbursables will be covered by the percentage multiplier against the combined amount for Basic and Additional Services billed per month against the project.
 - Transportation within the City of Portland.
 - Long distance telephone calls and facsimile (FAX) transmissions.
 - Reprographics, postage and handling of drawings and other project documents for distribution to the Owner.
2. The following reimbursables are not included in the above set percentage and will be billed only if authorized in advance, in writing by the client and will be treated as an additional service if not *within the parameters of the contract*.
 - Transportation in connection with the Project outside of the Portland area as indicated above; living expenses in connection with any authorized out-of-town travel and long distance communications.
 - Permit, review, appeal or other miscellaneous fees required by an authority having jurisdiction for the Project.
 - Data processing and photographic production techniques.
 - Overtime work requiring higher than regular rates.
 - Renderings, models, presentation color boards and mock-ups requested by the Owner.
 - Any insurance coverage or limits including professional liability insurance, which exceed the current coverage of the Architect, requested by the Owner.
 - Consultants other than those stated in the statement of scope of services.
 - Reproduction, postage and handling of Drawings and other documents sent to the General Contractor and their subcontractors.

SERA Team Fee Chart for
 Clackamas County
 Evidence Processing Crime Lab in Silver Oaks Building
 Two - Story Essential Facility Upgrade

03 28 2012

FIRM	Program / PreDesign	Design Develop	Design Review	Contract Docs	Bidding / Permit	Constr Admin	Project Closeout	Furniture	Move Coord	Master Budget + Schedule	SUB-TOTAL	Reimb	TOTAL
SERA Architects	44,950	46,125	8,000	63,750	8,000	20,375	0	↓	↓	500	181,700	7,000	188,700
Sunnybrook Adjustment	27,000	32,000	12,500	55,000	7,000	50,000	7,000			11,000		9,000	
KPFF Structural	0	11,200		16,800	↓	↓	↓				28,000	300	28,300
Essential facility upgrade		3,500	0	2,000	500	1,500	750					250	
Interface Engineering	1,000	8,875		11,000	↓	↓	↓				20,875	300	21,175
Mechanical	0	2,500	0	6,000	0	1,000	0					200	
Interface Engineering	1,000	3,875		10,000	↓	↓	↓				14,875	200	15,075
Electrical	0	2,500	0	6,000		1,500	0					200	
Interface Engineering	500	1,000		3,375	↓	↓	↓				4,875	200	5,075
Fire/ Life Safety	0	0	0	0	0	0	0					0	
Interface Engineering	0	2,875		4,500	↓	↓	↓				7,375	200	7,575
Technology	0	1,000	0	1,500	0	500	0					100	
SUBTOTAL	47,450	73,950	8,000	109,425	8,000	20,375	0			500	257,700	8,200	265,900
	60,790	78,205	12,500	96,380	14,010	59,000	9,250			11,000		10,750	
TIME & MATERIAL SERVICES													
SERA Architects								9,000			9,000	0	9,000
Furniture								8,000					
SERA Architects									10,000		10,000	0	10,000
Move Coordination									9,000				
Interface Engineering					1,000	7,000					8,000	400	8,400
Mechanical-CA													
Interface Engineering					1,000	3,500					4,500	225	4,725
Electrical -CA													
Interface Engineering					500	1,000					1,500	75	1,575
Fire/Life Safety-CA													
Interface Engineering					500	1,000					1,500	75	1,575
Technology													
KPFF						8,000					8,000	400	8,400
Essential Facility Upgrade Structural-CA													
SUBTOTAL											TIME & MATERIAL SERVICES		43,675
											CONTRACT TOTAL		309,575

Evidence Building Scope of Services



Date March 28, 2012

Project Name Clackamas County Silver Oak Building: Evidence Processing/ Crime Lab-Two Story Build Out with Essential Facility Upgrade

Project Number 100151

Attention Mr. Marc Gonzales, Director, Department of Finance

Address Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Overview/Project Description SERA Architects, Inc. appreciates this opportunity to submit this proposal for Professional Services for a new Evidence Processing & Crime Lab facility in Oregon City, Oregon. The project scope has deviated from the original proposal based upon the report titled Clackamas County Master Plan for Public Safety Operations Synopsis, dated February 25, 2009, which was accepted in an informal work session by the County Commissioners, and is now to be housed in a two-story build out containing 33,904 square feet of the Silver Oak Building on Red Soils Court. In addition to the above project scope SERA Architects, Inc. and KPFF will provide a seismic analysis and design to upgrade the existing structure to essential facility requirements in the event that Emergency Management moves into the Silver Oak Building. Analysis will be done to 2012 building code.

Design Team	Architecture	SERA Architects, Inc.
	Structural Design	KPFF Consulting Engineers
	Mechanical Design	Interface Engineering
	Plumbing Design	Interface Engineering
	Technology Design	Interface Engineering
	Fire/Life Safety Design	Interface Engineering

Scope of Work Architecture / Interiors
SERA Architects will provide professional design services including programming, planning and pre-design, design review, design development, construction documents,

permit and bid coordination, and construction administration services as outlined below. Our services also include the coordination of our consultants, working with Clackamas County's Facilities Department which will be acting as the General Contractor, and coordination with Oregon City Planning and Building Codes personnel through all phases of the Work. The scope of services includes weekly meetings during design and documents phases with the users and a Steering Committee. We propose to divide our service into the following phases:

Programming, Planning and Pre-Design

The following tasks will be provided during this phase:

- Program development and space needs confirmation with the Sheriff's Office Property and Evidence staff and Crime Scene Investigative staff
- Program development and space needs for Computer Forensics Unit (CFU) and the Criminal Reconstruction and Forensic Team (CRAFT)
- Existing conditions investigation of the site
- Prepare a site plan
- Initial meetings with the regulatory agencies having jurisdiction
- Conduct department / user meetings
- Conduct Steering Committee meetings

Deliverables: Space Needs Summary, Room data sheets, Space allocation diagrams and spreadsheets, and meeting notes.

Design Development

Design Development which consists of drawings and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical / electrical / plumbing, voice / data / telecom, audio visual, civil, landscape architecture, and interior materials, systems, and other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. A cost estimate will be prepared at the end of Design Development, as well as a Value Engineering work session to assure alignment of scope and budget, and to establish bid alternates.

Deliverables: Fire and Life Safety Code Analysis, Site plan(s), Floor and Roof plans, Reflected Ceiling Plans, Exterior Elevations, Interior Elevations as needed to describe intent, Interior and Exterior details to describe design intent, Interior finishes, preliminary specs, cost estimate.

Design Review

This service consists of preparation of appropriate sketches, drawings, reports, and images illustrating the building and site design elements. This information will be submitted to Oregon City to fulfill their Design Review procedure.

Contract Documents

Contract Document Phase consists of drawings and specifications setting forth in detail the requirements for the construction of the project.

Deliverables: Fire and Life Safety Code Analysis, Site plan, Floor and Roof plans, Reflected Ceiling Plans, Exterior Elevations, Interior Elevations, Building and wall sections, Interior and Exterior details, Door and hardware schedules, Room finish schedule, Specifications, and Space Plans for reference.

Bidding and Permitting Phase

Bidding and Permitting Phase consists of assisting the Owner in obtaining general contractor bids for the project and assisting the Owner in obtaining building permits for the project. Up to one addendum is assumed as part of the work. KPFF Consulting Engineers and Interface Engineers will provide bidding and permitting phase work on a time and material basis under a not to exceed amount.

Permitting consists of assisting the Owner in obtaining the building permits for the project, submitting the permit documents to the Jurisdiction for review, answering review comments and posting updated sets as identified below:

- Provide three (3) permit application sets with copies as required by the Jurisdiction. This scope does not anticipate the need for phased or multiple permit applications.
- Respond to two sets of review comments from the Jurisdiction. Multiple review comments are outside of the control of the design team and are not generally required for permit review. If multiple reviews are issued by the Jurisdiction, scope, fee and schedule will be adjusted accordingly.

Contract Administration

Contract Administration consists of administering the contract with the Owner and Facilities acting as the General Contractor. We propose to provide services during the construction of the project which include responding to contractor requests for information, the processing of submittals, shop drawings, product data, attendance at construction meetings that are conducted by the general contractor; and construction observation in the field.

We have based our construction observation services upon a six month construction period with meetings every other week at the job site. This makes a total of twelve (16) construction observation and/or construction meetings at the job site plus an additional punch-list walk-through for the purposes of project close-out. Additional observations or meetings beyond this number will be considered an additional service. KPFF Consulting Engineers and Interface Engineers will provide bidding and permitting phase work on a time and material basis under a not to exceed amount.

Additional Time and Materials Scope

If requested by the Owner, SERA Architects will provide Furniture Services and Move Coordination within a time and material basis under a not to exceed amount.

Furniture Services

SERA will provide limited design, documentation and coordination services for the new and existing furniture for the building. Scope of services includes:

New Open Office Workstations

- Develop furniture plans for coordination with selected Herman Miller vendor
- Assist with electrical / data related to powered panel locations

New Private Office Furniture

- Select new furniture & finishes for use in private offices
- Develop furniture plans for coordination with vendor
- Develop specifications for the new furniture

New Miscellaneous Furniture for Conference Rooms, Lunch Room, Lobbies, etc.

- Select new furniture & finishes
- Develop furniture plans for coordination with vendor
- Develop specifications for the new furniture

Existing Furniture and Equipment

- Inventory and tag all existing systems furniture for use on in project as identified by Owner.
- Inventory and tag all existing staff office furniture, file systems planned for re-use at the new building, including coordination with the department representative
- Inventory and tag all existing office equipment planned for re-use, including

- coordination with each department representative
- Coordinate existing furniture for disposal with county facilities manager and purchasing
- Update space plans to incorporate relocation of existing furniture and equipment
- Prepare coded furniture move-in drawings, indicating tag / code for relocation

Move Coordination Services

SERA will provide limited Move Coordination Services for the relocation of the office furniture and equipment only. All property and evidence storage and lab related items are excluded from this scope of services.

SERA will be responsible for relocation planning and move coordination tasks, working with the County's facilities management team, which include the following:

- Develop a master relocation plan to accomplish the move with logistical efficiency which identifies all impacts, considerations, and coordination issues that must be resolved for a successful process. Sequencing will be based upon the construction and furniture schedules. Develop and monitor a relocation schedule that includes the specific order of movement for each element involved.
- Coordination of communication between vendors involved in the office relocation.
- Establish employee communication process to provide instruction and updates to the county staff, and prepare any needed written employee preparedness instructions, status reports and updates.
- Coordinate the relocation and installation of existing furniture and office equipment, including such details as how and when to pack boxes, how to manage files, etc.
- Coordinate the installation of miscellaneous new furniture for conference rooms, lunch room, and lobbies.
- Coordinate the installation of new open office workstations, and new private office furniture.
- The move coordinator will provide limited oversight of the physical move with occasional on-site presence to coordinate timely and accurate completion of the scope / schedule with all vendors. The department's move coordinators will be responsible for providing the primary on-site presence.
- Conduct a punch list and follow-up related to the new and existing furniture and equipment after installation.

- Assist the departments with after-move modifications and adjustments, and assist the county in resolution of claims for damage related to the move.
- The move coordinator will provide and manage, with the county facilities manager, a process for post-occupancy review and project closeout to complete the move management work.

Project Assumptions

- Each phase of work will require signed approval by Owner prior to beginning work on subsequent phase.
- The Clackamas County facilities department will be responsible for maintaining the project budget and providing minutes from construction related meetings. SERA Architects will be responsible for maintaining the master project budget of Master Plan for Public Safety Operations.
- Architect does not assume responsibility for any identification, removal and other work incidental to asbestos, lead paint, or other hazardous material related to this Project and, therefore, no services are included within the range of this Agreement.
- Fire Protection, Fire Detection and Alarm Services and Building Automation systems are assumed to be Design Build by the General Contractor; Interface Engineering will provide performance specifications only.
- Interface Engineering and KPFF Consulting engineers will perform Permit and Bidding and Construction Administration functions on a time and material basis. SERA Architects will track their billable hours monthly for these services.

Design & Construction Schedule

Based upon this scope of work and the meetings with you, we will endeavor to meet the schedule as outlined below.

- | | |
|-------------------------------|-------------------|
| ▪ Program re-verification | 5 wks |
| ▪ Design Development | 8 wks |
| ▪ Construction Documents | 6 wks |
| ▪ Bidding and Permit phase | 20 wks |
| ▪ Construction Administration | 46 wks (estimate) |

Compensation

See the fee chart for the proposed fixed fee scope of work and separate time and

material work indicated, based upon the scope of work as described above.

If you have any questions concerning this proposal please contact either Becky Epstein or myself.

Sincerely,
SERA Architects



Natasha Koiv, IIDA
Associate Principal

**Additional
Services**

The following services will be in addition to the fee for basic services and will be performed at your written request on a time and materials basis, using the billing rates current as of the time of the request.

- Non code-related signage
- Offsite improvements
- Program revisions after the start of the design development phase
- Furniture Selection

**Excluded
Services**

The following services are excluded from this proposal:

- Civil design
- Landscape Design
- Geotechnical Design
- Specialty testing or subgrade compaction testing
- Hazardous material analysis



9

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

April 19, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Approving the Required Resolution for the 2012-2013
Assessor's CAFFA Grant Application**

This Board Order contains the resolution required to accompany the application for a grant from the State of Oregon to the Clackamas County Assessor's Office. The grant provides approximately 22% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expenses, two staffing reports, two work activity forms and two narrative reports of staff changes.

This material is time-sensitive, since the application and accompanying documents must be received in Salem by May 1, 2012.

RECOMMENDATION:

We respectfully request that the Board of Commissioners adopt this resolution, so that this grant application may be submitted to the state.

Sincerely,

Diane D. Padilla
Budget Manager

- Attached: Board Order (2 pages)
Grant Application Staffing – Form 1
Explanation of Staffing Issues – Form 2
General Comments – Form 3
Valuation-Appraisal Resources – Form 4
Tax Collection/Distribution Work Activity – Form 5
Assessment/Admin Support and Cartography Work Activity – Form 6
Summary of Expenses – Form 7

For information on this issue or copies of attachments
please contact Jian J. Zhang at (503) 742-5434

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

In the matter of Approving
the Submission of a Grant
Document to the Oregon
Department of Revenue



Order Number

Clackamas County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Clackamas County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Clackamas County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$7,419,224, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

Clackamas County designates Marc S. Gonzales, Director of Finance, phone number (503)742-5405, as the County contact person for this grant document.

The Board finds it would be in the best interest of Clackamas County to adopt the above resolutions and submit the attached grant documents to the Oregon Department of Revenue;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above resolution be adopted and the grant documents be forwarded to the Oregon Department of Revenue.

Dated this 19th day of April, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Form 1 Grant Application Staffing

2012-13

	<u>COLUMN 1</u> Approved FTE Current Year (2011-12)	<u>COLUMN 2</u> Budgeted FTE Coming Year (2012-13)	<u>COLUMN 3</u> Change (Column 2 less Column 1)
County <u>Clackamas</u>			
A. Assessment Administration			
Assessor, Deputy, etc.	2.00	2.00	0.00
Assmt. Support Staff, Deed Clerks, & Data Entry Staff	17.50	17.50	0.00
Total Assessment Administration	19.50	19.50	0.00
B. Valuation-Appraisal Staff			
Chief Appraisers/Appraiser Supervisor	2.00	2.00	0.00
Lead Appraisers	5.00	5.00	0.00
Residential Appraisers	4.50	4.50	0.00
Commercial/Industrial Appraisers	3.75	3.75	0.00
Farm/Forest/Rural Appraisers	3.00	3.00	0.00
Manufactured Structure/Floating Structure Appraisers	1.00	1.00	0.00
Personal Property Appraisers	0.50	0.50	0.00
Personal Property Clerks	2.00	2.00	0.00
Sales Data Analyst	2.00	2.00	0.00
Data Gatherers & Appraisal Techs	0.00	0.00	0.00
Total Valuation-Appraisal Staff	23.75	23.75	0.00
C. Clerk/BOPTA Staff	1.00	1.00	0.00
D. Tax Collection & Distribution Administration			
Administration, Deputy, etc.	1.00	1.00	0.00
Support & Collection Staff	6.75	6.75	0.00
Tax Distribution	1.00	1.00	0.00
Foreclosure & Garnishment	0.75	0.75	0.00
Total Tax Collection & Distribution Staff	9.50	9.50	0.00
E. Cartography & GIS Administration			
Cartographic/GIS Supervisor	0.00	0.00	0.00
Lead Cartographer	1.00	1.00	0.00
Cartographers	4.50	4.50	0.00
GIS Specialist	2.00	2.00	0.00
Total Cartographic & GIS Staff	7.50	7.50	0.00
F. A&T Data Processing Staff	2.00	2.00	0.00
G. Total A&T Staffing (the sum of A-F above)	63.25	63.25	0.00



Form 2
Explanation of Staffing Issues

2012-13

County Clackamas

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than reported on Form 1, Section B, note that here and include the FTE.

We continue to hire a contract commercial/industrial appraiser to handle major appeals and value more complex properties. His time is equivalent to .75 FTE and we budgeted \$70,000 for the 12-13 year. This is included on Form 1, Section B, Commercial/Industrial Appraisers.

Vacancies continue to be filled but there is always a lag time due to the recruitment process.

Temporary help is budgeted at \$70,000 and is used in the following ways; support for personal property processing, documents scanning, appraisal data entry, and entering diagrams and photos into the appraisal system.

GIS/ORMAP: We continue to provide support and resources to progress toward ORMAP goals. Additional in kind support for the GIS data creating part of the ORMAP project includes:

- a) \$150,000 for the Assessor's office for plat and deed research, tax map conversion, annotations
- b) \$35,000 from the County General Fund to supplement the ORMAP funding contract work
- c) \$5,000 from the County Surveyor's office for control points
- d) \$85,000 from the County Technical Services Department for project management, quality control, data input and survey and deed research

Form 4

7. Other Valuation - Appraiser Activity: 1.0 FTE is attributed to appraisal time directed to Proval CAMA system upgrade testing and development, neighborhood boundary maintenance, factor book maintenance and outlier analysis.



Form 3 General Comments

2012-13

County Clackamas

Use this form to describe any issue in your budget that needs further clarification. Examples would be significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personal services costs for mapping, etc. You may also use this form to document any miscellaneous comments.

Our business process continues to focus support to the appraisal staff. Our appraisers primarily complete field work, make and review value decisions, and assist the public on valuation issues. The current economic and real estate market conditions have continued to generate an increased level of appeals at BOPTA and the Magistrate Division. There has been a corresponding shift in staff resources to this area. This has also required an increased participation by County Counsel for representation for Magistrate and Regular Division Tax Court cases. The decline in sales activity remains and market slump continues to require additional appraiser resources to verify sales, research listings, and field inspect property to support the data analysis and ratio study.

We continued to enhance our automated appraisal database for assigning and tracking appraisal work in addition to implementing a new version of our CAMA system. We are currently in the planning phase to categorize and model commercial and industrial properties for computer assisted valuation.

Our clerical support staff stages appraiser field assignments and completes all appraisal data entry. We have an ongoing scanning project to digitally capture historical appraisal, assessment and tax data. This allows more effective information access to the appraisal staff, other sections and the public while reducing the need for physical storage and reducing the use of paper copies. We have implemented a paperless seg/merge process, paperless refund research process and partnered with our Clerk to make available electronic access to Board of Property Tax Appeal information for processing appeals. We have found this to work very efficiently but it may understate valuation FTE costs as they are reported on this form.



Form 4 Valuation—Appraisal Resources

2012-13

County <u>Clackamas</u>	Number of Accounts by Activity		Number of FTE by Activity	
	Actual 2011-12	Estimated 2012-13	Actual 2011-12	Estimated 2012-13
Activities				
1. Real Property Exceptions, Special Assessments, and Exemptions				
New Construction	3251	3300	4.00	4.00
Zone Changes	125	200	0.25	0.25
Subdivisions, Segregations, Consolidations	1320	1650	1.75	1.75
Omitted Properties	86	80	0.25	0.25
Special Assessment Qualification and Disqualification Exemptions	277	300	2.00	2.00
Subtotal	5,234	5,730	8.75	8.75
2. Appeals and Assessor Review				
Assessor Review and Stipulations	105	115	0.50	0.50
BOPTA	1899	1300	3.75	3.75
Department of Revenue	15	15	0.25	0.25
Magistrate Division—Tax Court	60	75	1.75	1.75
Regular Division—Tax Court	4	10	0.25	0.25
Subtotal	2,083	1,515	6.50	6.50
3. Real Property Valuation				
Physical Reappraisal	200	200	0.75	0.75
Recalculation only—no appraisal review	160310	160400	2.25	2.25
Subtotal	160,510	160,600	3.00	3.00
4. Business Personal Property (returns mailed)	11081	11600	2.00	2.00
5. Ratio			2.00	2.00
6. Continuing Education			0.50	0.50
7. Other Valuation—Appraisal Activity			1.00	1.00
8. Total Valuation—Appraisal Staff (FTE)			23.75	23.75



Form 5 Tax Collection/Distribution Work Activity

2012-13

County Clackamas

**Number of Accounts
by Activity**

	Actual 2011-12	Estimated 2012-13
1. Number of accounts requiring roll corrections		
Business Personal Property	125	131
Personal Property Manufactured Structures	26	27
Real Property	2232	2344
2. Number of accounts requiring a refund		
Business Personal Property	61	64
Personal Property Manufactured Structures	111	117
Real Property	1834	2126
3. Number of delinquent tax notices sent		
Business Personal Property	1050	1020
Personal Property Manufactured Structures	4500	4365
Real Property	9500	9215
4. Number of foreclosure accounts processed		
Real Property only	637	650
5. Number of accounts issued redemption notices		
Real Property only	94	100
6. Number of warrants	2012	2030
7. Number of garnishments	0	0
8. Number of seizures	0	0
9. Number of bankruptcies	930	900
10. Number of accounts with an address change processed	8780	9220
11. How many second trimester statements do you mail?	26770	
12. How many third trimester statements do you mail?	26200	
13. Does the county contract for lock box service?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Does the county use in-house remittance processing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. If tax collector is combined with another county function, please describe that function.		
Assessment and Taxation is combined under the Assessor.		



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2012-13

County Clackamas

Assessment and Administrative Support
Work Activity

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2011-12	<u>Estimated</u> 2012-13
1. Number of Deeds Worked	13500	14100

Cartography Work Activity

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2011-12	<u>Estimated</u> 2012-13
1. Number of new tax lots	630	790
2. Number of lot line adjustments	150	130
3. Number of consolidations	158	200
4. Number of new maps	5	5
5. Number of tax code boundary changes	6190	1237



Form 7 Summary of Expenses

2012-13

County Clackamas

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. A&T Data Processing	TOTALS
Current Operating Expenses							
1. Personal Services	1460135	2090826	87081	765601	600969	248621	\$5,253,233
2. Materials & Services	440879	697813	29956	226067	194733	205247	\$1,794,695
3. Transportation	0	18000	0	0	0	0	\$18,000
4. Total Current Operating Expenses (Total Direct Expenses)	\$1,901,014	\$2,806,639	\$117,037	\$991,668	\$795,702	\$453,868	\$7,065,928

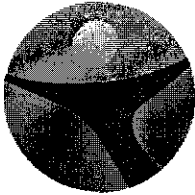
* Include ORMAP-approved grant funding

Indirect Expenses

5. Total Direct Expenses (line 4)	\$7,065,928
6. If you use the 5 percent method to calculate your indirect expenses, enter .05 in this box.	0.05000
Total Indirect Expenses (line 5 x line 6).....	\$353,296
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box	0.00000
Total Indirect Expenses (line 6A x the direct expense amount for the category/categories that your certificate allows)	\$0
7. Total Indirect Expenses	\$353,296

Capital Outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	A&T Data Processing	Total Capital Outlay Without Regard to Limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	\$0
9. Total direct and indirect expenses (line 4 + line 7)							\$7,419,224
10. Direct and indirect expenses x 0.06							\$445,153
11. The greater of line 10 or \$50,000							\$445,153
12. Capital outlay (the lesser of line 8 or line 11)							\$0
13. Total expenditures for CAFFA consideration (line 4 + line 7 + line 12).....							\$7,419,224



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

10

Board of Commissioners
Clackamas County
Acting as the Governing Body of the
North Clackamas Parks and Recreation District

Members of the Board:

Approval Amendment #1 to the Preliminary Agreement Documents with ABACUS Resource Management Company for Design Build Services for Energy Savings Measures for the North Clackamas Aquatic Park

The Aquatic Park opened in 1994. In 2010 Abacus Resource Management Company (ARMco) was hired to do an energy study of the facility. The results of that study showed that the original mechanical systems are inefficient and have reached the end of their useful life. The facility is currently powered by one large inefficient boiler. If it fails, we will have to shut down the facility and buy an off the shelf boiler, which would be far less efficient than our plan to buy two high efficiency boilers, as part of the retrofit and energy savings plan.

This project addresses the NCPRD Strategic Plan by addressing the need to take care of the assets we currently own. The project also addresses the County's Strategic Plan sustainability goals by significantly reducing energy consumption. The upgrades to the mechanical systems and lighting will save utility costs, improve the facility and are partially funded by energy incentives and tax credits. There will also be substantial avoided cost because the current equipment is near the end of its useful life and will need to be replaced soon in any case. If we wait until the equipment fails we will not be eligible for the energy incentives and tax credits. That would be considered a maintenance expense and we would pay 100 percent of the cost out of our general fund budget.

The expected annual energy savings are \$56,000 per year. Abacus will guarantee a minimum annual savings after the project has been completed. Recent swimming pool projects completed by Abacus have exceeded the initial projected annual savings. This project is projected to have a payback in the range of 10 to 13 years. The simple payback analysis is based on a conservative energy savings estimate and doesn't consider rising energy prices.

In follow-up to the energy study, NCPRD solicited for Design Build Services to provide the engineering and construction services needed to implement the recommendations of the energy study. ARMco was the successful proposer and

commenced with the design work under the Preliminary Agreement. This work has been completed and the final Guaranteed Maximum Price for the work has been established.

The total budget for this project is \$846,099 which is the Guaranteed Maximum Price. (Original contract \$27,196 + Amendment #1 \$818,903)

The budget for fiscal year 11/12 is \$582,648. An additional \$263,451 will be appropriated in the fiscal year 12/13 budget for a total FY 12/13 budget appropriation of \$846,099.

This Amendment has been reviewed by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board approve Amendment #1 to the Preliminary Agreement Documents with ABACUS Resource Management Company for Design Build Services for Energy Savings Measures for the North Clackamas Aquatic Park.

Sincerely,



Dave Miletich
Deputy Director

Placed on the _____ agenda by the Purchasing Division.

For information on this issue or copies of attachments, please contact Dave Miletich 503-742-4361



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

April 19, 2012

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTANCE OF EASEMENTS ON BEHALF OF
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 FOR THE
NORTH CLACKAMAS REVITALIZATION AREA SANITARY SEWER PROJECT, PHASE 3

The attached sanitary sewer easements have been acquired for Phase 3 of the North Clackamas Revitalization Area Sanitary Sewer Project and will benefit properties located in Clackamas County Service District No. 1.

Name	Taxlot	Cost
Paul B. and Audra J. Tiller	12E29AB03202	\$0.00
Nikolai N. Berezin	12E29AB03300	\$0.00
Hugh T. Lackey	12E29AB03200	\$0.00
Richard W. and Barbara G. Corbin	12E29AB02603	\$2,712.70
Richard W. and Barbara G. Corbin	12E29AB03100	\$1,034.47
Hildreth Vending LLC	12E29AB02501	\$4,239.44

The easements, which are described in the attached Exhibits "A" and "B", have been prepared to comply with state statutes and allow the District to proceed with the project. District Counsel has reviewed the easements as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners accept the attached easements as submitted and approve said easements to be recorded free of charge and returned to Clackamas County Service District No. 1.

Sincerely,

Michael S. Kuenzi
Director

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

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Paul B. and Audra J. Tiller hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No. 1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB03202

See Exhibit "A" for permanent easement legal description.

See Exhibit "B" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, roadway or parking area that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

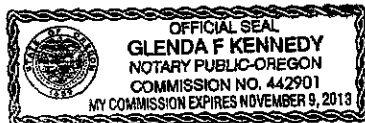
The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set their hand(s) and seal(s) this 19th day of February, 2012.

Paul B. Tiller SEAL
Paul B. Tiller (Legal Owner)
Audra J. Tiller SEAL
Audra J. Tiller (Legal Owner)

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appearing the above named Paul B. and Audra J. Tiller and acknowledged the foregoing instrument to be their voluntary act and deed on this 19th day of Feb, 2012.



Glenda Kennedy
Notary Public for Oregon
My Commission Expires: NOV 9, 2013

EXHIBIT "A"

Sanitary Sewer --Permanent Easement-- Phase III

Permanent Sanitary Sewer Easement:

A Permanent Sanitary Sewer Easement in a part of Tax Lot 3202, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Paul B. and Audra J. Tiller recorded December 22, 1999, Clackamas County Recorder's Deed No. 99-116932 and being more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot 3202.

Thence, along the Southerly line of said Tax Lot 3202, 77.00 feet to the True Point of Beginning.

Thence, North 46°25'32" East 48.50 feet more or less to a point on the Easterly line of said Tax Lot 3202;

Thence, along the Easterly line of said Tax Lot 3202, South 20.00 feet more or less;

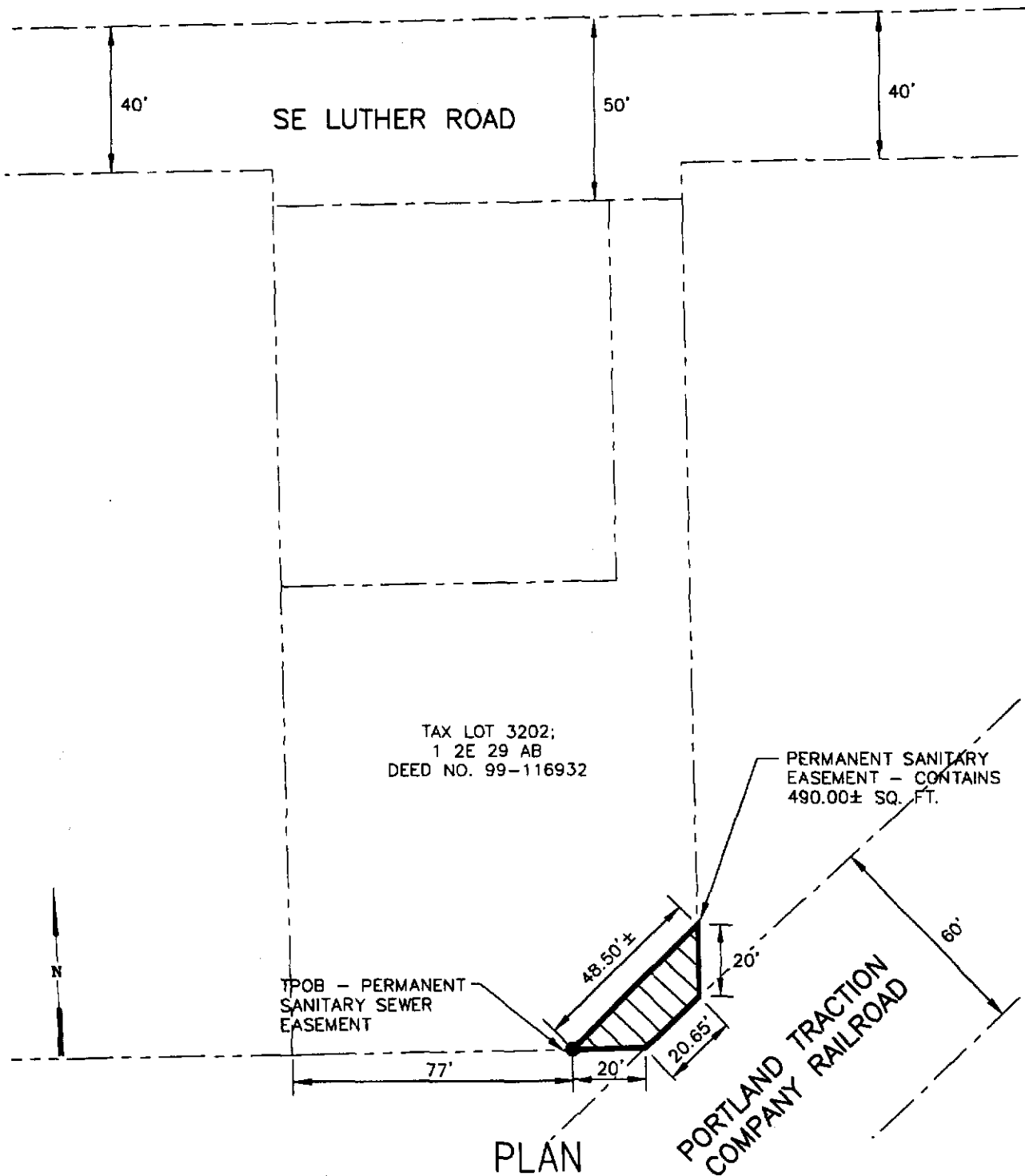
Thence, South 46°25'32" West 20.65 feet to the Southerly line of said Tax Lot 3202;

Thence, along the Southerly line of said Tax Lot 3202, 20.00 feet, more or less, to the True Point of Beginning.

Said Easement containing 490.00 Square Feet, more or less.

EXHIBIT "B"

THE NE 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.



PREPARED FOR:
COUNTY OF CLACKAMAS

EASEMENT NO. WES-PHIII
N-19
02/15/12

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Nikolay N. Berezin hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No.1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB03300

See Exhibit "A" for permanent easement legal description.

See Exhibit "B" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, roadway or parking area that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

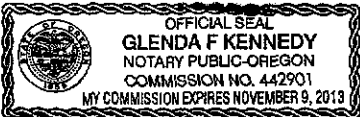
IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set his hand(s) and seal(s) this 23rd day of February, 2012.

Nikolay N. Berezin SEAL
Nikolay N. Berezin (Legal Owner)

(Legal Owner) SEAL

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appearing the above named Nikolay N. Berezin and acknowledged the foregoing instrument to be his voluntary act and deed on this 23rd day of February 2012.



Glenda Kennedy
Notary Public for Oregon
My Commission Expires: NOV 9, 2013

EXHIBIT "A"

Sanitary Sewer --Permanent Easement -- Phase III

Permanent Sanitary Sewer Easement:

A Permanent Sanitary Sewer Easement in a part of Tax Lot 3300, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Nikolay N. Berezin recorded October 18, 2006, Clackamas County Recorder's Deed No. 2002-064403 and being more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot 3300.

Thence, along the Westerly line of said Tax Lot 3300, 20.00 feet;

Thence, East 10.00 feet;

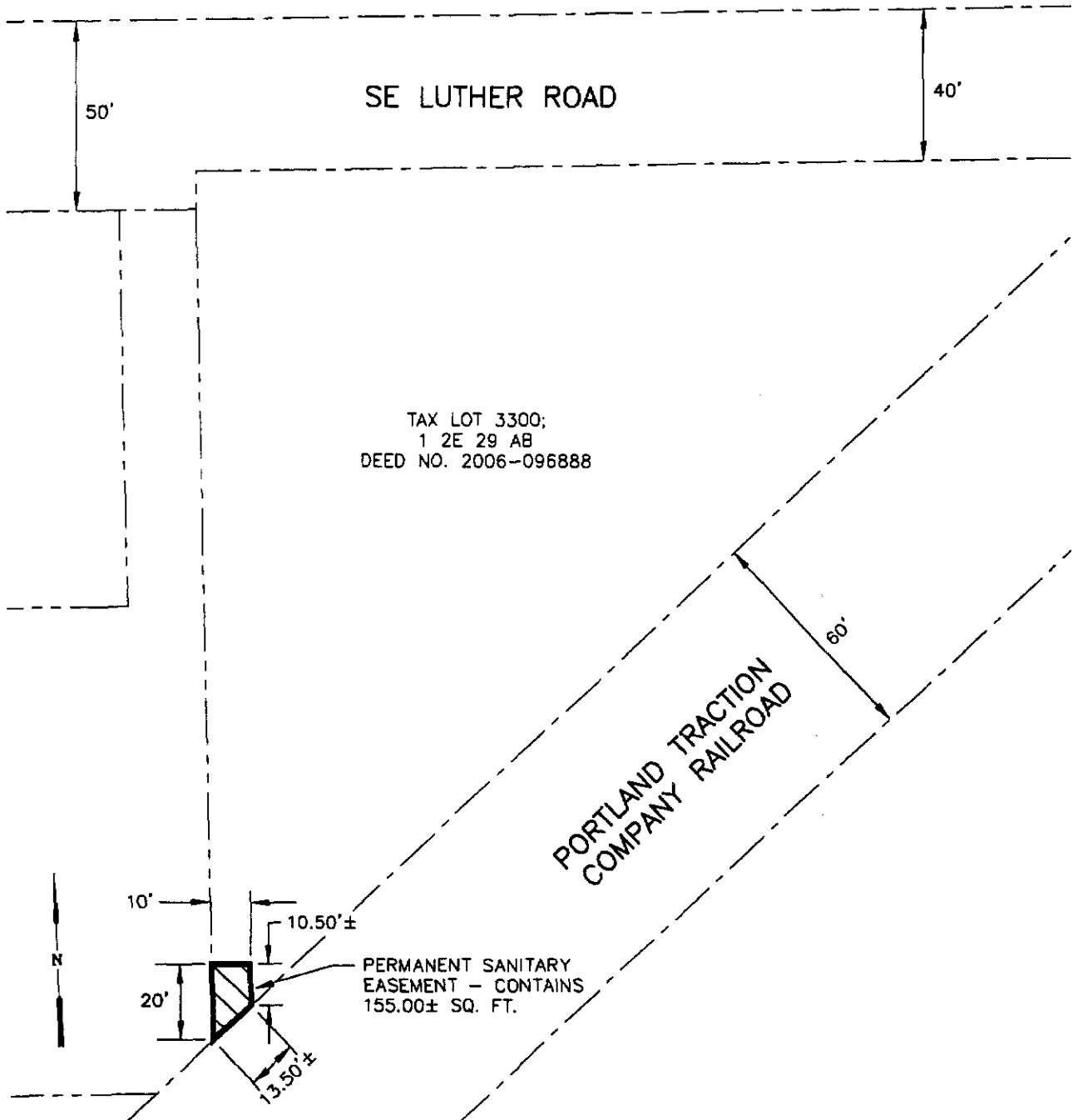
Thence, South, 10.50 feet more or less to a point on the Southerly line of said Tax Lot 3300;

Thence, 13.50 feet more or less along the Southerly line of said Tax Lot 3300 to the Point of Beginning.

Said Easement containing 155.00 Square Feet, more or less.

EXHIBIT "B"

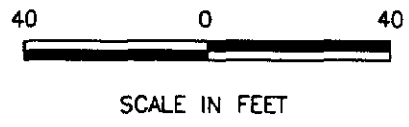
THE NE 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.



PLAN

PREPARED FOR:
COUNTY OF CLACKAMAS

EASEMENT NO. WES-PHIII
N-20
02/15/12



After recording, return to:
Clackamas County Service District No. 1
150 Beavercreek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Hugh T. Lackey hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No. 1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and received by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB03200

See Exhibit "A" for permanent easement legal descriptions.

See Exhibit "B" for map of permanent easements.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, roadway or parking area that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or other wise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

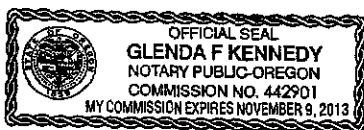
The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set his hand(s) and seal(s) this 19th day of February, 2012.

[Signature] SEAL
Hugh T. Lackey (Legal Owner)
[Signature] SEAL
(Legal Owner)

STATE OF OREGON)
County of Clackamas) ss.

Personally appearing the above named Hugh T. Lackey and acknowledged the foregoing instrument to be his voluntary act and deed on this 19th day of Feb, 2012.



Glenda Kennedy
Notary Public for Oregon
My Commission Expires: Nov 9, 2013

EXHIBIT "A"

Sanitary Sewer --Permanent Easement-- Phase III

Permanent Sanitary Sewer Easement:

Parcel I

A 10.0 foot wide Permanent Sanitary Sewer Easement in a part of Tax Lot 3200, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Hugh T. Lackey recorded July 11, 2002, Clackamas County Recorder's Deed No. 2002-064403 and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 3200.

Thence, along the Southerly line of said Tax Lot 3200, 10.00 feet;

Thence, North parallel to the Easterly line of said Tax Lot 3200, 135.00 feet;

Thence, East 10.00 feet to a point on the Easterly line of said Tax Lot 3200;

Thence, South along the Easterly line of said Tax Lot 3200, 135.00 feet to the Point of Beginning.

Said Easement containing 1,350.00 Square Feet, more or less.

Parcel II

A Permanent Sanitary Sewer Easement in a part of Tax Lot 3200, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Hugh T. Lackey recorded July 11, 2002, Clackamas County Recorder's Deed No. 2002-064403 and being more particularly described as follows:

Beginning at the Southwest corner of said Tax Lot 3200.

Thence, along the Westerly line of said Tax Lot 3200, 107.00 feet to the True Point of Beginning.

Thence, East 10.00 feet;

Thence, North 10.00 feet;

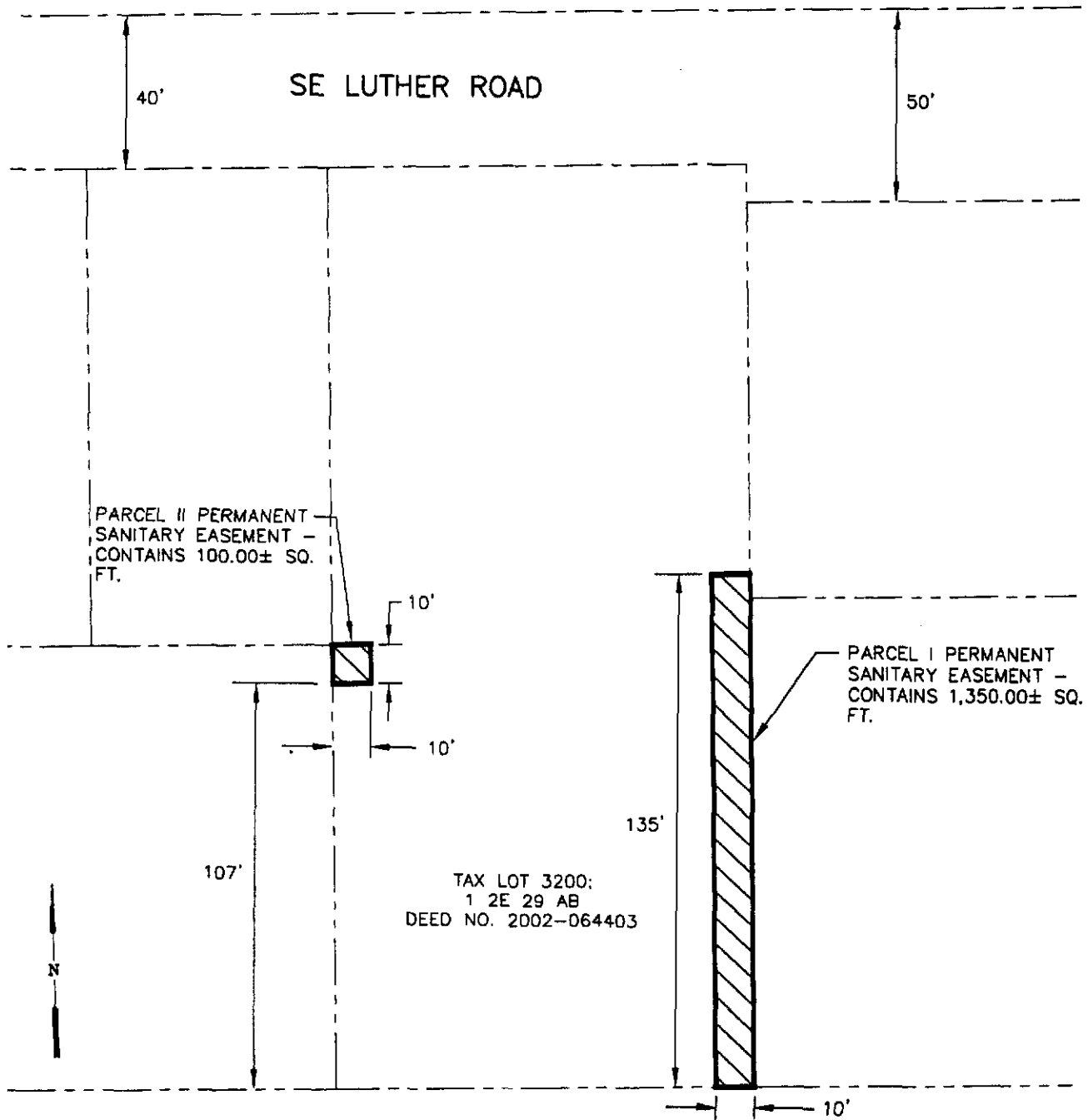
Thence, West approximately 10.00 feet to a point on the Westerly line of said Tax Lot 3200;

Thence South along the Westerly line of said Tax Lot 3200, 10.00 feet to the True Point of Beginning.

Said Easement containing 100.00 Square Feet, more or less.

EXHIBIT "B"

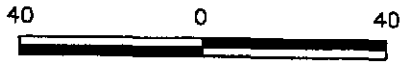
THE NE 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.



PARCEL II PERMANENT
SANITARY EASEMENT -
CONTAINS 100.00± SQ.
FT.

PARCEL I PERMANENT
SANITARY EASEMENT -
CONTAINS 1,350.00± SQ.
FT.

TAX LOT 3200;
1 2E 29 AB
DEED NO. 2002-064403



SCALE IN FEET

PLAN

PREPARED FOR:
COUNTY OF CLACKAMAS

EASEMENT NO. WES-PHIII
N-18
02/15/12

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Richard W. and Barbara G. Corbin hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No.1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB02603

A Permanent Sanitary Sewer Easement in a part of Tax Lot 2603, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Richard W. and Barbara G. Corbin recorded June 15, 1978, Clackamas County Recorder's Deed No. 78-25539 and being more particularly described as follows:

The East 10.00 feet of entire length of said Lot 02603. Said Easement containing 1,170.00 Square Feet, more or less.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, roadway or parking area that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or other wise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 2712⁷⁰ to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

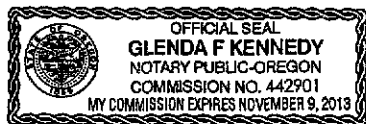
IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set _____ their _____ hand(s) and seal(s) this 25th day of Feb, 2012.

Richard W. Corbin SEAL
Richard W. Corbin (Legal Owner)

Barbara G. Corbin SEAL
Barbara G. Corbin (Legal Owner)

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appearing the above named Richard W. and Barbara G. Corbin and acknowledged the foregoing instrument to be their voluntary act and deed on this 25th day of Feb, 2012.



Glenda Kennedy
Notary Public for Oregon
My Commission Expires: Nov 9, 2013

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Richard W. and Barbara G. Corbin hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No.1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and received by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB03100

A Permanent Sanitary Sewer Easement in a part of Tax Lot 3100, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Richard W. and Barbara G. Corbin recorded June 15, 1978, Clackamas County Recorder's Deed No. 78-25539 and being more particularly described as follows:

The North 15.00 feet and the West 5.00 feet of said Lot 03100. Said Easement containing 2,970.00 Square Feet, more or less.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, roadway or parking area that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or other wise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 1034⁴⁷ to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

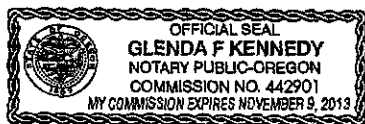
IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set their hand(s) and seal(s) this 25th day of Feb, 2012.

Richard W. Corbin SEAL
Richard W. Corbin (Legal Owner)

Barbara G. Corbin SEAL
Barbara G. Corbin (Legal Owner)

STATE OF OREGON)
County of Clackamas) ss.

Personally appearing the above named Richard W. and Barbara G. Corbin and acknowledged the foregoing instrument to be their voluntary act and deed on this 25th day of Feb, 2012.



Glenda Kennedy
Notary Public for Oregon
My Commission Expires: Nov 9, 2013

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Hildreth Vending LLC hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas County Service District No. 1, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and received by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

Tax Lot # 12E29AB02501

A Permanent Sanitary Sewer Easement in a part of Tax Lot 2501, Tax Map 1 2E 29AB in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East, on the Willamette Meridian, Clackamas County Oregon described in deed to Hildreth Vending LLC recorded August 8, 2001, Clackamas County Recorder's Deed No. 2001-063188 and being more particularly described as follows:

The North 20.00 feet of entire length of said Lot 2501 from a point 10.00 feet east of the westerly line of said Lot 2501 to the easterly line. An additional area includes the North 35.00 feet of said Lot 2501 for a distance of 10.00 feet east of the westerly line of said Lot 2501.

Said Easement containing 10,050.00 Square Feet, more or less.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping, pavement or roadway that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 4239⁴⁴ to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set her hand(s) and seal(s) this 20 day of February, 2012.



Joy A Davis
Joy Davis General Manager
Print Name Title

STATE OF OREGON)
) ss.
County of Clackamas)
Personally appearing the above named Joy Davis, as General Manager and Partner of Hildreth Vending LLC and acknowledged the foregoing instrument to be her voluntary act and deed on this 20th day of February, 2012.

Glenda Kennedy
Notary Public for Oregon
My Commission Expires: NOV 9, 2013