



AGENDA

Thursday, February 9, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-12

I. READING AND ADOPTION OF PREVIOUSLY APPROVED ZDO ORDINANCE *(No public testimony on this item)*

1. ZDO-232 - SE 172nd Ave. /190th Dr. Corridor Management Plan (Rhett Tatum, County Counsel) *(Public Hearing held 1-19-2012)*

II. PREVIOUSLY APPROVED LAND USE BOARD ORDER *(No public testimony on this item)*

1. Board Order No. _____ Comprehensive Plan Amendment and Zone Change for Pacific Rock Products (Rhett Tatum, County Counsel) *(Public Hearing held 1-19-2012)*

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

1. Recognition of Winners of the Youth Media Contest from the Open Minds Open Doors Campaign (Cindy Becker & Gretchen Landgraf, Health, Housing and Human Services)

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

~NO DISCUSSION ITEMS SCHEDULED

V. 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.)*

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

A. Health, Housing & Human Services

1. Approval of a Professional, Technical and Consultant Service Contract with Cascadia Behavioral Healthcare for the Mental Health Promotion Program - BH

B. Department of Transportation & Development

1. Board Order No. _____ Adopting the Vacation of Tract A and Adjoining Public Strip (a Public Road) in Wilsonville Heights Plat No. 1361

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc

D. Technology Services

1. Approval of the ORMAP Intergovernmental Agreement Contract #2876 with the State of Oregon Department of Revenue

VII. 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/>

ORDINANCE NO. ZDO-232

An Ordinance amending Chapter 5 of the Clackamas County Comprehensive Plan, and Sections 200 and 1007 of the Clackamas County Zoning and Development Ordinance

WHEREAS, in May 2010, the County's Transportation Planning Division, in conjunction with staff from Metro and the cities of Happy Valley, Damascus, and Gresham initiated a project to develop a series of road alignment alternatives to address existing and future traffic safety and congestion problems in the SE 172nd Avenue/SE 190th Drive corridor; and

WHEREAS, following extensive public outreach and coordination with affected local jurisdictions and agencies, Transportation Planning staff and consultants developed the SE 172nd Avenue/SE 190th Drive Corridor Management Plan, which contains the final preferred alternative for roadway alignments and improvements and recommended design elements in this corridor; and

WHEREAS, amendments to the Comprehensive Plan and Zoning and Development Ordinance are necessary to adopt and implement the SE 172nd Avenue/SE 190th Drive Corridor Management Plan; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines, the Metro Urban Growth Management Functional Plan, and the Metro Regional Transportation Plan; and

WHEREAS, after a duly-noticed public hearing on December 12, 2011, the Clackamas County Planning Commission failed to arrive at a formal recommendation regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners held a public hearing on January 19, 2012, during which the BCC voted unanimously to approve ZDO-232, as proposed, now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

- Section 1:** Chapter 5 of the Clackamas County Comprehensive Plan is hereby amended as shown in attached Exhibit A and with reference to the SE 172nd Avenue/SE 190th Drive Corridor Management Plan shown in attached Exhibit C.
- Section 2:** Sections 202 and 1007 of the Clackamas County Zoning and Development Ordinance are hereby amended as shown in attached Exhibit B.
- Section 3:** This ordinance shall be effective on March 12, 2012.

ADOPTED this 9th day of February, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

2

In the Matter of a Comprehensive
Plan Amendment and Zone Change
For Pacific Rock Products, L.L.C.



Board Order No. _____
(page 1 of 2)

File Nos.: Z0331-11-CP / Z0332-11-ZAP

This matter coming regularly before the Board of County Commissioners, and it appearing that Pacific Rock Products applied for a Post Acknowledgement Plan Amendment (PAPA) and zone change on property described as T4S, R1E, Section 06, Tax Lots 100, 1800, 1900 and T4S, R1E, Section 07, Tax Lots 190, 300, 390, 400, located on the west side of S. Barlow Road at the southwest corner of its intersection with Highway 99E; and

It further appearing that the planning staff recommended approval of the application by its report dated November 22, 2011, attached as Exhibit A; and

It further appearing that the Planning Commission recommended approval of the application at its November 28, 2011 meeting; and

It further appearing that after appropriate notice the Board of County Commissioners held a public hearing on January 11, 2012, at which testimony and evidence was presented, and that the Board made a preliminary decision to approve the application;

Based upon the evidence and testimony presented, this Board makes the following findings and conclusions:

1. The applicant requests a Post Acknowledgement Plan Amendment to designate the subject property as a "Significant Site" and add it to Table III-2 as such; a PAPA to allow mining of the subject property pursuant to OAR 660-023-0180; and a zone change to impose a Mineral and Aggregate Overlay on the subject property and adjacent property within the noise compliance boundary, as shown in Exhibit C, pursuant to Section 708 of the Clackamas County Zoning and Development Ordinance.
2. The Board finds that the application meets the requirements of the Statewide Planning Goals, the Clackamas County Comprehensive Plan Policies, the applicable state laws and regulations, and the Clackamas County Zoning and Development Ordinance, and adopts as its findings the Staff Report dated November 22, 2011, attached Exhibit A.
3. Approval of the application is subject to the Conditions of Approval listed in attached Exhibit B.

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

In the Matter of a Comprehensive
Plan Amendment and Zone Change
For Pacific Rock Products, L.L.C.



Board Order No. _____
(page 2 of 2)

File Nos.: Z0331-11-CP / Z0332-11-ZAP

NOW, THEREFORE, IT IS HEREBY ORDERED
that the following are approved, subject to the Conditions of Approval attached as Exhibit B:

1. Amendment of Comprehensive Plan Table III-2, "Inventory of Mineral and Aggregate Resource Sites," to add the subject property as a "Significant Site."
2. Amendment of the Comprehensive Plan to allowing mining of the subject property consistent with this order and a future mineral and an aggregate overlay district site plan review permit.
3. Application of the Mineral and Aggregate Overlay Zoning District to the subject property and adjacent property within the noise compliance boundary, as shown in Exhibit C.

DATED this 9th day of February, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

February 9, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Request for Recognition of winners of the Youth Media Contest from the
Open Minds Open Doors Campaign**

On behalf of the Open Minds Open Doors Anti-Stigma Campaign, H3S Director, Cindy Becker and the campaign project team would like to recognize the winners of the Open Minds Open Doors Youth Media Contest. A panel of five judges awarded prizes to the first, second and third place winners, and selected three honorable mentions.

- The First place prize winner goes to the Canby High School Youth Advisory Board and their video, "Talk About It! Canby High School Prescription Drug Abuse"
- The Second place prize winner is Ahven Firth and her song, "Look at Me".
- The Third place prize winner is Betty Smith and her sketch, "Everyone has Skeletons in their Closets".
- First honorable mention goes to a team of artists from our community partner, Youth M.O.V.E. Peer Drop-in Center, and their "Change" mural.
- Second honorable mention goes to Laura Lowery from Trillium Children's Family Home and her essay 'Rise Up with Depression',
- Third honorable mention goes to Shelbie Davis and her essay "Who's Really Hiding the Darkness?"


Open Minds Open Doors (OMOD) is a community driven campaign designed to reduce the stigma around mental illness and addictions issues so that people are more willing to seek and find help at the onset of their problems. OMOD is working to change attitudes, and challenge the myths and fears around mental illness and addictions. The winning projects will soon be highlighted on the OMOD website (www.openmindsanddoors.com).

At this time, we would like to recognize all of the winners for creating amazing works of art that will help open people's eyes to the need to end the stigma and discrimination around mental illness and addictions. We also want to thank the artists' friends and families as well as their schools and community organizations for their encouragement and support of these admirable teens. We are very honored and proud of these artists who spent diligent time, effort, and creativity on these projects.

Recommendation:

We recommend the approval of this request for recognizing the young winning artists of the Open Minds Open Doors Youth Media Contest.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Cindy Becker/H3S at (503) 650-5696.

Healthy Families. Strong Communities.

February 9, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Professional, Technical, and Consultant Service Contract with
Cascadia Behavioral Healthcare
for a Mental Health Promotion Program**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional, Technical, and Consultant Service Contract with Cascadia Behavioral Healthcare for a Mental Health Promotion Program.


Contractor will develop the VIEWS (Volunteers Involved in the Emotional Wellbeing of Seniors) program in Clackamas County. The VIEWS program is a peer-based outreach, prevention and early intervention model tailored to the unique needs of seniors.

Total amount of this contract is \$211,130. The contract is funded with Oregon Health Plan capitation funds; no County General Funds are involved. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project. The contract is effective upon signature and terminates on December 31, 2013.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

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

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY", and **CASCADIA BEHAVIORAL HEALTHCARE**, hereinafter called "CONTRACTOR".

I. SCOPE OF SERVICES

A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Mental Health Promotion prevention and education classes or program **as described in EXHIBIT A.**
2. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, *written or otherwise*, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
3. CONTRACTOR agrees that activities engaged in under this contract will be provided within the geographic boundaries of Clackamas County, will serve *primarily* Clackamas Mental Health Organization members, will be provided in a culturally competent manner, and will be responsive to the needs of individuals with low English proficiency.
4. CONTRACTOR will ensure that all staff providing services to Clackamas Mental Health Organization members or members of the public undergo and successfully pass a Criminal History Background Check as a condition of this contract.
5. As requested, CONTRACTOR will provide proof of degree(s), license(s) and/or certification(s) to the COUNTY.

B. Services required under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **December 31, 2013**.

II. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

Year 1	Upon Signature through December 31, 2012	\$ 105,565
Year 2	January 1, 2013 through December 31, 2013	\$ 105,565

The total payment to CONTRACTOR shall not exceed **\$211,130**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. **Method of Payment:** To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as **described in EXHIBIT A.**

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- C. **Record and Fiscal Control System:** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records:** The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. **Compliance with Applicable Laws and Regulations:** CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- B. **Special Federal Requirements:** Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. **Indemnity:** CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.

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

1. **Commercial General Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. **Professional Liability**

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. **Additional Insured Provisions**

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

5. **Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. **Insurance Carrier Rating**

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be

provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the contract have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

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

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

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

C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.

- e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
 - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
 - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
 - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
 3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
 4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or

other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.


5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibit which by this reference is incorporated herein:

Exhibit A VIEWS Innovations Grant

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers.

CASCADIA BEHAVIORAL HEALTHCARE

By: 
Gerald Walker, CEO - *President*
Date: 26 / 2012
847 NE 19th - Suite 100
Street Address
Portland, OR 97207
City/State/Zip
(503)238-0769 / (503)552-6277
Phone Number / Fax

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing, and Human Services Department

Date



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 9, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER ADOPTING THE VACATION OF TRACT A AND ADJOINING
PUBLIC STRIP (a Public Road) IN WILSONVILLE HEIGHTS PLAT**

The proposed vacation of a 1 foot wide Tract A and the adjoining 24 foot wide Public Strip, is located in the southeast quarter of Section 16, T.3 S., R.1 W., W.M., and the Plat of Wilsonville Heights, Plat No. 1361, Clackamas County Surveyors Records. The Tract A and adjoining Public Strip (a Public Road), were dedicated to the public through the plat for future road right-of-way purposes. No road has been constructed in the right-of-way and current zoning restrictions prevent further development of the adjoining property making the road right-of-way useless. The 25-foot wide and 162-foot long portion of road right-of-way serves no purpose for the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$2,757.00 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Transportation Maintenance, Engineering and Planning Departments, and local utility companies have been contacted and do not have any objections to this vacation.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of Tract A and the adjoining Public Strip (a Public Road), in Wilsonville Heights, Plat No. 1361.

Sincerely,

Mike Bezner, Engineering Manager
DTD Engineering

Attachment

For information on this issue or copies of attachments please contact Doug Cutshall at 503-742-4669.

MEMORANDUM

TO: Board of Commissioners
FROM: Campbell Gilmour, Director D.T.D.
DATE: February 9, 2012

SUBJ: ROAD OFFICIAL'S REPORT FOR THE VACATION OF TRACT A AND ADJOINING PUBLIC STRIP (a Public Road) IN WILSONVILLE HEIGHTS

LOCATION: The proposed vacation of the Public Road is located in the southeast quarter of Section 16, T.3 S., R.1 W., W.M., Clackamas County, and in the Plat of Wilsonville Heights, Plat No. 1361, Clackamas County Surveyors Records.

FACTS AND FINDINGS: The 1 foot wide Tract A and the adjoining 24 foot wide Public Strip (a Public Road) were both dedicated to the public through the plat of Wilsonville Heights for future road right-of-way. No road has been constructed in the right-of-way and current zoning restrictions prevent further development of the adjoining property making the future road right-of-way useless. The 25-foot wide and 162-foot long portion of road right-of-way serves no purpose for the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$2,757.00 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms, which have been acknowledged by the proper authority.

Clackamas County Transportation Maintenance, Engineering and, Planning Departments, and local utility companies have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it would appear to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed, as in this case, when there is 100% agreement from the affected property owners, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

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

In the matter of the Vacation of Tract A and Public Strip, (a Public Road), in the Plat of Wilsonville Heights, Plat No. 1361, located in Sec. 16, T. 3 S., R. 1 W., W. M., Clackamas County, Oregon.

Order No.
Page 1 of 1



This matter coming before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.351, Consent To Vacate petitions have been signed by 100 percent of the abutting property owners and a written report from the County Road Official, Campbell Gilmour, finding this vacation to be in the public interest, has been submitted in this matter of the Vacation of Tract A and Public Strip (a Public Road) in Wilsonville Heights, Plat No. 1361, Clackamas County Surveyors Records, being the road right-of-way described as follows:

All of Tract A and the adjoining Public Strip (a Public Road), as shown on Exhibit A attached hereto and being a part of this description, that lies north of the north line of Lot 1, Wilsonville Heights, Plat No. 1361, Clackamas County Surveyors Records, being 25 feet wide and 162 feet long more or less.
Containing 4,034 Sq. Ft. more or less.

IT FURTHER APPEARING that the Board, having read said Petition and report from the County Road Official, and having determined the vacation of the above described Tract A and the adjoining Public Strip (a Public Road) to be in the public interest; and,

IT FURTHER APPEARING that Clackamas County departments of Transportation Maintenance Division, Engineering and Planning, and all local utility companies have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the above described Tract A and the adjoining Public Strip (a Public Road), in Wilsonville Heights, Plat No.1361, be Vacated; and,

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

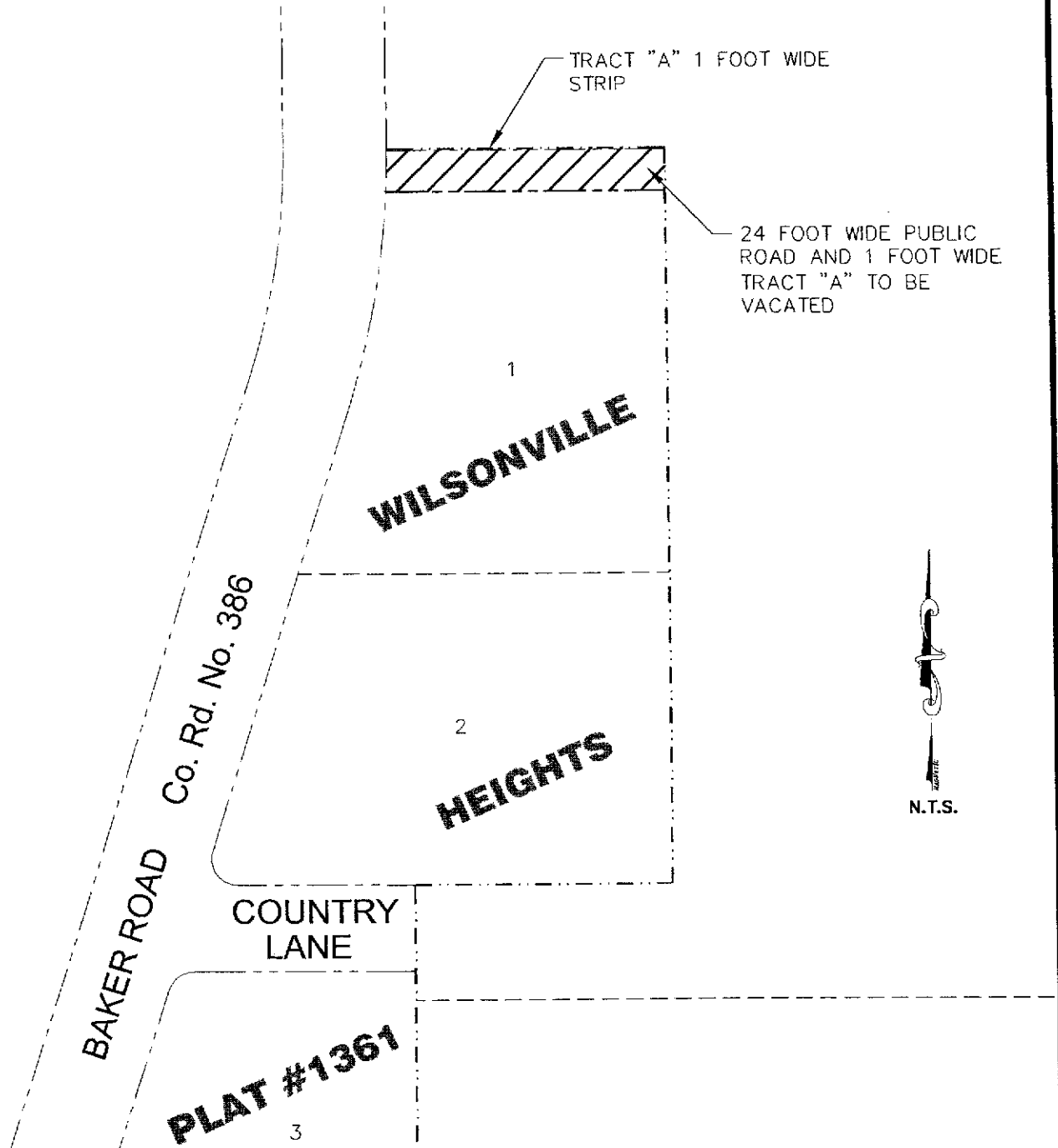
ADOPTED this 9th day of February, 2012.

Chair, BOARD OF COUNTY COMMISSIONERS

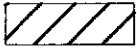
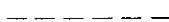
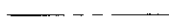
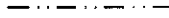
Recording Secretary

VACATION OF A PUBLIC ROAD AND TRACT "A"

LOCATED IN THE SE 1/4 OF SECTION 16, T.3 S., R.1 W., W.M.
& WILSONVILLE HEIGHTS, PLAT No. 1361
CLACKAMAS COUNTY, OREGON



LEGEND

-  PUBLIC ROAD VACATION AREA 4,034 Sq. Ft. ±
-  LOT LINES
-  RIGHT OF WAY LINES
-  SUBDIVISION LINES

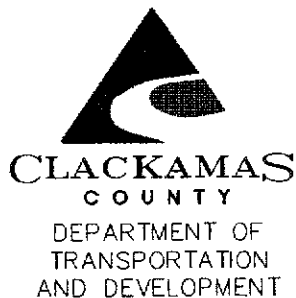


EXHIBIT "A"

PAGE 1 OF 1

RD. FILE NO. CR 386
DRAWN BY CUTSHALL

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, January 19, 2012 – 10:00 AM

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

PRESENT: Commissioner Charlotte Lehan
Commissioner Jim Bernard
Commissioner Ann Lininger
Commissioner Paul Savas
Commissioner Jamie Damon

EXCUSED: Erica Allison, Housing Authority Commissioner

~Pledge of Allegiance~

Chair Lehan asked Dana Robinson from the Office of Emergency Management to give a brief update on the raining weather conditions including road conditions and potential flooding areas.

I. PUBLIC HEARING ON PROPOSED ZONING AND DEVELOPMENT ORDINANCE

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

Chair Lehan stated this is a public hearing on **ZDO-232**, a package of legislative text amendments to the County's Comprehensive Plan and Zoning and Development Ordinance related to the SE 172nd Ave & SE 190th Drive Corridor Management Plan. The proposed comprehensive plan amendments would adopt the Corridor Management Plan. The proposal would also amend the Zoning and Development Ordinance to expand the definition of "bikeways" to include "cycle tracks," a design element of the Corridor Management Plan, and to provide additional references to Chapters 5 and 10 of the Comprehensive Plan.

1. **ZDO-232** - A Proposed Legislative Text Amendment to the Clackamas County Comprehensive Plan and Associated Amendment to the Zoning and Development Ordinance
Larry Conrad and Martha Fritzie, Planning Division, Rhett Tatum, County Counsel gave a staff presentation on this issue including a PowerPoint presentation. Larry introduced Wade Scarborough, Kittelson and Associates who is a consultant on this project.

Proposal:

ZDO-232 is a proposed legislative text amendment to the Clackamas County Comprehensive Plan and associated amendments to the Zoning and Development Ordinance (ZDO). The primary purpose of the proposed text amendments is to adopt the SE 172nd Ave. /SE 109th Drive Corridor Management plan into Chapter 5 of the County's Comprehensive Plan, which is the County's Transportation System plan (TSP). The Corridor Management Plan includes planned new road alignments and existing road improvements for the SE 172nd Ave. /SE 109th Drive corridor, including a new major arterial between those two existing arterials. The Corridor Management plan also contains recommended design elements for the corridor.

~Board Discussion~

Chair Lehan opened the public comment portion of the public hearing.

1. Steve Spinnett, Mayor of Damascus spoke in support of this issue.
2. Mike Wagner, state he has no objections to this plan for an urbanized area, however he does have a problem with the overall business of the County and spending too much money on other projects.

3. Mack Woods, Canby spoke about safety concerns on the roads.
4. Les Poole, Milwaukie endorses this concept and stated safety is important.

Chair Lehan closed the public comment portion of the hearing.

~Board Discussion and questions of Staff~

Chair Lehan asked for a motion.

MOTION:

Commissioner Bernard: I move we approve ZDO-232 as approved by the Planning Commission and recommended by Staff.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

II. READING AND ADOPTION OF PREVIOUSLY APPROVED ZDO ORDINANCE *(No public testimony on this item)*

1. ZDO-231-Mobile Vending Units - Rhett Tatum, County Counsel, stated this previously approved ZDO amendment came before the Board at the December 14, 2011 Public Hearing. Jennifer Hughes, Planning Dept. is available for any questions.

~Board Discussion~

Chair Lehan asked for a motion to read ZDO-231 by title only.

MOTION:

Commissioner Bernard: I move we read Zoning and Development Ordinance No. 231 by title only.

Commissioner Savas: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved. She asked the Clerk to read the Ordinance by title only. She then asked for a motion to adopt the ordinance.

MOTION:

Commissioner Savas: I move we adopt Zoning and Development Ordinance No. 231 amending the sections stated and adopting a new section 837 of the Clackamas County Zoning and Development Ordinance as previously approved at the December 14, 2011 Public Hearing.

Commissioner Lininger: Second.

~Board Discussion~

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

III. PREVIOUSLY APPROVED LAND USE BOARD ORDERS *(No public testimony on this item)*

Rhett Tatum, County Counsel stated these two Historic Landmark Overlays were previously approved at the January 11, 2012 Land Use Hearing. We will need a motion for each Board Order.

1. Board Order No. **2012-05** - Z0860-86-ZZ – Historic Landmark Overlay

Chair Lehan asked for a motion.

MOTION:

Commissioner Lininger: I move we approve the Board Order Reducing the Historic Landmark Overlay of the William Finley House as previously approved at the January 11, 2012 Land Use Hearing.

Commissioner Bernard: Second.

~Board Discussion~

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed or abstain, the Ayes have it and the motion is approved.

2. Board Order No. **2012-06** - Z1287-90-ZZ – Historic Landmark Overlay

Chair Lehan asked for a motion.

MOTION:

Commissioner Damon: I move we approve the Board Order Reducing the Historic Landmark Overlay of the Scanlon-Vorpahl House as previously approved at the January 11, 2012 Land Use Hearing.

Commissioner Bernard: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed or abstain, the Ayes have it and the motion is approved.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CITIZEN COMMUNICATION

1. Steve Spinnett, Mayor of Damascus as the Board to put the Trimet issue on the ballot.
2. Les Poole, Milwaukie spoke regarding a variety of issues including MLR, Emergency Preparedness calendar, etc.
3. Kevin Johnson, Gladstone asked when he will receive a response from his questions last week.

Steve Wheeler stated we are working on a response to his questions.

4. Sylvia Kraljev, Canby spoke regarding a citation she received in 2004 from Code Enforcement.
5. Mack Woods, Canby spoke about the Constitution.
6. Maryann Moore, Gladstone spoke regarding the closure of the Oak Grove library.

The Clerk stated the Board received a letter from Edward Wilson, Fire Chief of Lake Oswego in support of the AMR contract.

VI. HOUSING AUTHORITY CONSENT AGENDA

Chair Lehan stated the Board is sitting as the Housing Authority Board for this item, she asked the Clerk to read the Housing Authority Consent agenda by title.

1. In The Matter of Writing Off Uncollectible Accounts for the Second Quarter of Fiscal Year 2012

Chair Lehan asked for a motion.

MOTION:

Commissioner Bernard: I move approval of the Housing Authority Consent Agenda.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

VII. CONSENT AGENDA

Chair Lehan asked the Clerk to read the Consent Agenda by title.

MOTION:

Commissioner Bernard: I move we approve the Consent Agenda.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

A. Health, Housing & Human Services

1. Board Order No. **2012-07** Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 - BH
2. Approval of a Behavioral Health Services Agreement with Catholic Community Services of Western Washington for Crisis Stabilization Services for Children, Intensive Community-Based Services for Children, and Respite Services for Children - BH
3. Approval of a Behavioral Health Services Agreement with Cedar Hills Psychiatric Hospital for Acute Inpatient Psychiatric Services - BH
4. Approval of a Behavioral Health Services Agreement with ColumbiaCare Services, Inc. for Outpatient Mental Health Services - BH
5. Approval of a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services – BH
6. Approval of Amendment # 2 to a Professional, Technical, and Consultant Service Contract with Iron Tribe for Peer Support Services - BH

7. Approval of a Behavioral Health Services Agreement with Portland DBT Program, PC for Outpatient Mental Health Services – BH
8. Approval of a Behavioral Health Services Agreement with Western Psychological & Counseling Services, PC for Outpatient Substance Abuse Services and Outpatient Mental Health Services - BH

B. Finance Department

1. Board Order No. **2012-08** Establishing a Change Fund for Clackamas County Community Health - Sunnyside Health and Wellness Clinic
2. Board Order No. **2012-09** Establishing a Change Fund for Clackamas County Community Health - Center Stone Clinic
3. Board Order No. **2012-10** Creating a Petty Cash Account for Clackamas County Community Health - Sunnyside Health and Wellness Clinic
4. Board Order No. **2012-11** Creating a Petty Cash Account for the Clackamas County Community Health - Center Stone Clinic

C. Department of Employee Services

1. Approval of the Labor Contract between Clackamas County and the Federation of Parole and Probation Officers (FOPPO)

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc

VIII. WATER ENVIRONMENT SERVICES

1. Acceptance of Easements on Behalf of Clackamas County Tri-City Service District for the Holly Lane Culvert Replacement
2. Approval of a Professional Services Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Brown and Caldwell, Inc. for the Biosolids and Energy Program Development and Solids Handling Planning Efforts

IX. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 12:00 PM

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/>



7
Dave Cummings
Chief Information Officer

INFORMATION SERVICES

INFORMATION SERVICES BUILDING
121 LIBRARY COURT | OREGON CITY, OR 97045

February 9, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF THE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT
#2876 BETWEEN THE STATE OF OREGON, DEPARTMENT OF REVENUE AND
CLACKAMAS COUNTY**

Attached is the Intergovernmental Agreement Contracts #2876 between the State of Oregon, Department of Revenue and Clackamas County for participation in the ORMAP revenue sharing program.

This program, legislated in 1999 as ORS 306.135, provides for the funding of GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 from each recorded document. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year, in the Spring and Fall. This contract represents our award of our grant request for continuing work on conversion ownership parcel lines based on survey information to the County's GIS database.

This IGA contract benefits the County and the State as well as the public. It provides mutually beneficial data to all parties. Funds from this contract total \$18,977.00 for this grant request period. Acquisition of this funding from the State is partially based on matching funds from the County. This has been satisfied by the on-going tax lot enhancement project, initiated in 1998. The funds from the State will supplement our current efforts. This particular grant funds a specific project being done by Technology Services to use various GIS data capture techniques to greatly enhance spatial accuracy of tax lots as well as conversion from paper maps to digital. These projects move the County closer to completing digital tax lot maps as required by the State Department of Revenue ORMAP program.

This revenue sharing is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Both parties will be instrumental in the success of this program. Also assisting in this effort is the County's Surveyor. The primary focus with this funding is to continue the tax lot enhancement project, the ultimate goal in the ORMAP statewide tax lot project.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the Intergovernmental Agreement Contract #2876 between the State of Oregon Department of Revenue and Clackamas County for ORMAP. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

Sincerely,

A handwritten signature in black ink, appearing to read 'D Cummings', written in a cursive style.

David Cummings
Director, Technology Services

For more information please contact Eric Bohard at 503-723-4814