

AGENDA

Thursday, June 16, 2016 – 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-44

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Resolution No. ____ Approving Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2015-2016 (Diane Padilla, Finance)

III. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

1. Resolution No. ____ Certifying Election Results Authorizing General Obligation Bonds to Replace Obsolete Emergency Radio Communications (Laurel Butman, County Administration and Chris Storey, County Counsel)

IV. 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 Work Sessions. 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

1. Resolution No. ____ Directing the Disposition of Clackamas County Development Agency Surplus Property at Public Oral Auction & Acceptance of Clackamas County Development Agency Surplus Property

B. Finance Department

1. Resolution No. ____ Approving Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2015-2016

2. Resolution No. _____ Approving Clackamas County Supplemental Budget (Less than 10 %) for Fiscal Year 2015-2016
3. Resolution No. _____ Approving Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Department of Communications (C-COM)

1. Approval of an Amended Intergovernmental Agreement with Washington County Consolidated Communications Agency (WCCCA), the City of Lake Oswego 911, (LOCOM), and Columbia 911 Communications District (C911CD)

E. County Counsel

1. Approval of the Designation of Newspaper for 2016 Property Tax Foreclosure Publication
2. Approval of Lease Amendment No. 2 Between Clackamas County and OSU Extension in Clackamas County

F. Business & Community Services

1. Approval of a Modification of Grant Agreement 13-SA-11060600-013 with the USDA Forest Service, Mt. Hood National Forest for the Dump Stoppers Program

V. DEVELOPMENT AGENCY

1. Resolution No. _____ Authorizing the Disposition of Clackamas County Development Agency Surplus Property
2. Resolution No. _____ Authorizing the Disposition of Clackamas County Development Agency Surplus at Public Oral Auction
3. Approval of a Contract with Moore Excavation, Inc. for the Otty Street Realignment Project – *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015 and amended, October 29, December 10, 2015, and April 28 2016
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Self Insurance Fund transferring from contingency and budgeting for higher than anticipated medical claims expenses.

This Resolution does not increase appropriations.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2015-16

Resolution No _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 16, 2016.

WHEREAS; the funds being adjusted are:

. Self-Insurance Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 16, 2016

SELF INSURANCE FUND

Expenses:

Not Allocated to Organizational Unit

Materials and Services

\$ 3,000,000

Contingency

\$ (3,000,000)

Total Expenditures

\$ -

Self Insurance Fund transferring from contingency and budgeting for higher than anticipated medical claims expenses.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

June 16, 2016

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

A Resolution Certifying Election Results Authorizing General Obligation Bonds to Replace Obsolete Emergency Radio Communications System

Purpose/Outcomes	Certification of election results and preliminary authorization for bond issuance
Dollar Amount and Fiscal Impact	Authorizes issuance of up to \$59,000,000 in debt
Funding Source	As a general obligation bond, the debt service will be paid by directly levied property taxes
Duration	No more than 15 years
Previous Board Action	Multiple BCC discussions. Voted to refer the matter to voters on Feb. 18 th , 2016.
Strategic Plan Alignment	1. Build a Strong Infrastructure: this bond issuance will support reconstruction and expansion of emergency radio infrastructure, to allow for reliable and improved emergency responder communications
Contact Person	Laurel Butman, Deputy County Administrator & Chris Storey, Assistant County Counsel
Contract No.	N/A

BACKGROUND:

Clackamas County was asked by the Board of Directors of the C-800, an ORS 190 agency which provides emergency communications infrastructure in Clackamas County, to place a measure on the May 2016 ballot, submitting a question asking voters to approve a county-wide General Obligation Bond to finance the replacement of the 800 MHz emergency radio system and necessary components thereof. The amount of the proposed debt issuance would be approximately \$59 million.

The current radio system which serves Clackamas County first responders including the County Sheriff, City Police Departments, Fire Districts, Central Dispatch Agencies, and Emergency Medical Responders, was built in 2000, utilizing technology that had been

developed during the 1990's. The system which is prone to unpredictable failures, is under vendor support only until 2017.

In order to replace the current system with modernized radios and needed supporting infrastructure, the Central Communications (C-COM) Director has been working with agencies in Washington County who rely on similarly aging technology for emergency dispatch and communications to create a reliable update to the systems which benefit both Counties.

On May 17, 2016, voters of Clackamas County approved the issuance of general obligation bonds for this project. It is designed and intended to provide the County and its residents with a reliable and up to date system of emergency radio communications that will interact cooperatively with the neighboring County's compatible technology. The solution will be viable well into the future.

The process of certification is reflected in the attached resolution. It is a ministerial act that ratifies and begins implementing voter approval. After certification, staff will work with C-800 and contracted professionals on the issuance of the bonds and distribution of the bond proceeds. Both areas will require additional Board direction and action.

RECOMMENDATION:

Staff respectfully recommends that the Board certify the election results and preliminarily authorize the bond issuance.

Respectfully submitted,

Chris Storey
Assistant County Counsel

A Resolution Certifying Election Results
Authorizing General Obligation Bonds to
Replace Obsolete Emergency Radio
Communications System

Resolution No. _____

WHEREAS, this matter coming before the Board at this time, and it appearing that on February 18, 2016, this Board ordered an election on the question of issuing general obligation bonds to replace obsolete emergency radio communications system (the "Bond"); and

WHEREAS, it appearing that an election was held with respect to the question on May 17, 2016, in which more than a majority of the relevant voters were in favor of issuance of the Bonds in the numbers set forth in the Clackamas County Clerk's Certificate of Election attached hereto as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the election results shown on Exhibit A are certified, and pursuant to ORS 287A.100, Clackamas County is authorized to issue the Bonds in an aggregate amount not to exceed \$59,000,000 for the purposes described in the ballot title and explanatory statement, and further that staff is directed to take all necessary steps to effectuate the purposes of the foregoing.

DATED this 16th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit A

[See Attached]

Canvass Results Report Amended

Official Election-Write-ins Labeled with a (W)

Run Time 8:38 AM

Run Date 6/16/2016

Clackamas County Oregon

Official Ballot

5/17/2016

Page 578

Official results

Registered Voters
122253 of 242270 = 50.46 %

Precincts Reporting
119 of 119 = 100.00 %

Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
001	1317	539	1856	0	132	0	1988	1988	4033	49.29 %
002	1047	456	1503	0	122	0	1625	1625	3477	46.74 %
003	870	285	1155	0	81	0	1236	1236	2496	49.52 %
004	13	1	14	0	0	0	14	14	46	30.43 %
005	1193	463	1656	0	144	0	1800	1800	4365	41.24 %
006	870	422	1292	0	81	0	1373	1373	2718	50.52 %
007	905	369	1274	0	95	0	1369	1369	2972	46.06 %
010	0	9	9	0	0	0	9	9	25	36.00 %
031	678	271	949	0	95	0	1044	1044	2356	44.31 %
032	721	292	1013	0	116	0	1129	1129	2446	46.16 %
033	749	320	1069	0	99	0	1168	1168	2328	50.17 %
051	1095	276	1371	0	173	0	1544	1544	2778	55.58 %
052	1090	370	1460	0	163	0	1623	1623	2949	55.04 %
053	802	301	1103	0	154	0	1257	1257	2436	51.60 %
054	926	276	1202	0	157	0	1359	1359	2392	56.81 %
055	849	323	1172	0	129	0	1301	1301	2553	50.96 %
070	0	0	0	0	0	0	0	0	6	0.00 %
071	69	30	99	0	11	0	110	110	165	66.67 %
072	32	17	49	0	4	0	53	53	122	43.44 %
073	45	26	71	0	8	0	79	79	203	38.92 %
074	17	11	28	0	2	0	30	30	57	52.63 %

Canvass Results Report Amended

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Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
100	111	58	169	0	14	0	183	183	404	45.30 %
101	1410	583	1993	0	228	0	2221	2221	5270	42.14 %
102	101	28	129	0	21	0	150	150	485	30.93 %
103	966	481	1447	0	171	0	1618	1618	3320	48.73 %
104	3	0	3	0	0	0	3	3	3	100.00 %
105	360	126	486	0	38	0	524	524	1056	49.62 %
106	519	178	697	0	52	0	749	749	1751	42.78 %
107	810	424	1234	0	84	0	1318	1318	3129	42.12 %
108	719	366	1085	0	74	0	1159	1159	2645	43.82 %
111	1136	557	1693	0	161	0	1854	1854	4088	45.35 %
122	980	427	1407	0	132	0	1539	1539	3149	48.87 %
124	823	330	1153	0	104	0	1257	1257	2433	51.66 %
125	1169	466	1635	0	155	0	1790	1790	3376	53.02 %
130	901	357	1258	0	146	0	1404	1404	2796	50.21 %
131	960	355	1315	0	202	0	1517	1517	3058	49.61 %
132	775	283	1058	0	133	0	1191	1191	2437	48.87 %
133	1465	459	1924	0	201	0	2125	2125	3778	56.25 %
134	980	286	1266	0	155	0	1421	1421	2488	57.11 %
135	1002	324	1326	0	150	0	1476	1476	2721	54.24 %
151	1135	279	1414	0	178	0	1592	1592	2729	58.34 %
152	1275	274	1549	0	195	0	1744	1744	2940	59.32 %

Canvass Results Report Amended

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Clackamas County Oregon

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5/17/2016

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Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
153	978	235	1213	0	159	0	1372	1372	2668	51.42 %
154	340	60	400	0	88	0	488	488	775	62.97 %
155	1206	331	1537	0	191	0	1728	1728	3250	53.17 %
156	1255	340	1595	0	201	0	1796	1796	3270	54.92 %
157	949	255	1204	1	156	0	1361	1361	2442	55.73 %
158	695	197	892	0	108	0	1000	1000	1996	50.10 %
159	1512	320	1832	0	235	0	2067	2067	3859	53.56 %
160	150	43	193	0	24	0	217	217	433	50.12 %
201	900	265	1165	0	160	0	1325	1325	2787	47.54 %
202	1316	372	1688	1	259	0	1948	1948	4464	43.64 %
203	1094	291	1385	0	167	0	1552	1552	2249	69.01 %
204	778	272	1050	0	139	0	1189	1189	2458	48.37 %
251	1	0	1	0	0	0	1	1	5	20.00 %
252	619	209	828	0	98	0	926	926	1871	49.49 %
280	548	136	684	0	62	0	746	746	1425	52.35 %
281	609	134	743	0	83	0	826	826	1547	53.39 %
282	184	39	223	0	24	0	247	247	488	50.61 %
283	202	75	277	0	33	0	310	310	493	62.88 %
320	463	194	657	0	79	0	736	736	1271	57.91 %
321	495	309	804	0	89	0	893	893	1692	52.78 %
322	394	203	597	0	84	0	681	681	1196	56.94 %

Canvass Results Report Amended

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Clackamas County Oregon

Official Ballot

5/17/2016

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Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
323	516	276	792	0	94	0	886	886	1563	56.69 %
330	842	525	1367	0	153	0	1520	1520	2984	50.94 %
331	196	120	316	0	31	0	347	347	684	50.73 %
332	86	50	136	0	14	0	150	150	273	54.95 %
333	473	279	752	1	91	0	844	844	1557	54.21 %
350	516	330	846	1	94	0	941	941	1906	49.37 %
351	891	629	1520	0	144	0	1664	1664	3280	50.73 %
352	586	412	998	0	93	0	1091	1091	2065	52.83 %
360	624	484	1108	0	112	0	1220	1220	2668	45.73 %
361	10	5	15	0	1	0	16	16	83	19.28 %
362	458	242	700	1	51	0	752	752	1521	49.44 %
363	151	103	254	0	42	0	296	296	609	48.60 %
364	188	150	338	0	33	0	371	371	792	46.84 %
370	741	482	1223	0	99	0	1322	1322	2656	49.77 %
371	551	328	879	0	70	0	949	949	1946	48.77 %
372	230	182	412	0	44	0	456	456	992	45.97 %
373	1130	541	1671	0	169	0	1840	1840	3542	51.95 %
400	614	304	918	0	92	0	1010	1010	1520	66.45 %
401	521	302	823	0	100	0	923	923	1357	68.02 %
402	608	327	935	0	101	0	1036	1036	1507	68.75 %
403	462	220	682	0	69	0	751	751	1371	54.78 %

Canvass Results Report Amended

Official Election-Write-ins Labeled with a (W)

Run Time 8:38 AM

Run Date 6/16/2016

Clackamas County Oregon

Official Ballot

5/17/2016

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Official results

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Precincts Reporting
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Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
404	690	495	1185	0	111	0	1296	1296	2751	47.11 %
405	286	270	556	0	43	0	599	599	1231	48.66 %
406	237	158	395	0	35	0	430	430	887	48.48 %
410	556	169	725	0	96	0	821	821	1705	48.15 %
411	907	373	1280	0	166	0	1446	1446	3086	46.86 %
412	730	354	1084	0	139	0	1223	1223	2158	56.67 %
413	549	191	740	0	86	0	826	826	2267	36.44 %
414	227	137	364	0	36	0	400	400	783	51.09 %
415	41	23	64	0	6	0	70	70	123	56.91 %
416	991	374	1365	0	147	0	1512	1512	3510	43.08 %
417	5	4	9	0	1	0	10	10	40	25.00 %
418	1278	386	1664	0	230	0	1894	1894	4629	40.92 %
419	271	124	395	0	25	0	420	420	827	50.79 %
420	177	79	256	0	31	0	287	287	688	41.72 %
421	926	373	1299	0	144	0	1443	1443	2816	51.24 %
422	1228	349	1577	0	182	0	1759	1759	4334	40.59 %
423	2	8	10	0	2	0	12	12	27	44.44 %
500	1261	458	1719	0	248	0	1967	1967	3583	54.90 %
501	1250	304	1554	0	208	0	1762	1762	3228	54.58 %
502	1493	484	1977	0	274	0	2251	2251	3896	57.78 %
503	1315	518	1833	0	166	0	1999	1999	3600	55.53 %

Canvass Results Report Amended

Official Election-Write-ins Labeled with a (W)

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Clackamas County Oregon

Official Ballot

5/17/2016
Page 583

Official results

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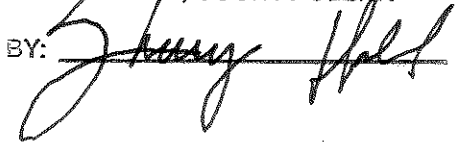
Precincts Reporting
119 of 119 = 100.00 %

Measure 3-476 General Obligation Bonds to Replace Obsolete Emergency Radio Communications System - NON

Precinct	Yes	No	Cast Votes	Overvotes	Undervotes	Write-in	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
504	787	274	1061	0	107	0	1168	1168	2561	45.61 %
505	686	273	959	0	112	0	1071	1071	1904	56.25 %
506	797	270	1067	0	123	0	1190	1190	2624	45.35 %
510	315	161	476	0	37	0	513	513	995	51.56 %
511	811	452	1263	0	97	0	1360	1360	2438	55.78 %
512	451	202	653	0	69	0	722	722	1466	49.25 %
513	705	385	1090	0	111	0	1201	1201	2219	54.12 %
514	1213	633	1846	1	175	0	2022	2022	3899	51.86 %
515	355	127	482	2	60	0	544	544	1111	48.96 %
516	310	164	474	0	36	0	510	510	942	54.14 %
517	650	397	1047	0	76	0	1123	1123	2083	53.91 %
518	602	357	959	1	74	0	1034	1034	2084	49.62 %
519	239	133	372	0	28	0	400	400	855	46.78 %
520	142	68	210	0	18	0	228	228	426	53.52 %
Totals	78453	31796	110249	9	11995	0	122253	122253	242270	50.46 %

CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY:




COPY

M. BARBARA CARTMILL
DIRECTOR



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 14, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Directing the Disposition of Clackamas County
Development Agency Surplus Property at Public Oral Auction and
Acceptance of Clackamas County Development Agency Surplus Property**

Purpose/Outcomes	Authorize the disposition of certain Development Agency Property and accept transfer of other Development Agency surplus property, reducing the Agency's property portfolio and facilitating the return of the property to the County tax rolls.
Dollar Amount and Fiscal Impact	All proceeds from property sales from the Industrial Area Development Plan property in excess of the actual expenses incurred by the County to operate the program will be distributed to the General Fund.
Funding Source	No General Fund resources are necessary to accept this property and no maintenance is anticipated to be necessary.
Duration	In perpetuity.
Previous Board Action	A Study Session with the Board of County Commissioners was held on April 7, 2015 to discuss this parcel. This property was included in a Board-approved the list of properties for sale at the Public Oral Auction (date, TBD).
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND: The Development Agency owns a number of properties located within its various plan areas, most of which have been acquired for road right-of-way. Most of these properties are redeveloped through Disposition and Development Agreements. A small number of properties are either too small, have limited access, have topographical challenges, or have limited or no redevelopment potential for various reasons.

The Development Agency Board has determined that certain property in the Clackamas Town Center Plan Area to be surplus and has requested the Board of County Commissioners to direct

the Sheriff and the Department of Business and Community Services to sell the identified surplus property at Public Auction and to have all proceeds from the sale in excess of the actual expenses incurred by the County to operate the program to be distributed to the Development Agency. The property to be sold is described on the attached Exhibit "A".


While other urban renewal plans in Clackamas County provide that remnant parcels acquired for public right-of-way that are left over and not needed for each project are to be disposed of as excess property, the Clackamas Industrial Area Development Plan, as Amended September 27, 2007, does not have such a provision. The Clackamas Industrial Area Development Plan, as Amended September 27, 2007, does, however, provide that the Development Agency Board may dispose of real property to any other public agency. The remnant properties identified in the attached deeds are surplus and of little economic value and Development Agency staff remains concerned about the ongoing liability associated with these properties. Under the circumstances, the Development Agency staff proposes to transfer these remnants to the County at no charge.

It is assumed that the County will eventually offer these properties for sale through the regularly scheduled Public Auction. Property Resources Division is tasked with managing, administering and dispersing such parcels in a cost effective manner that will provide a County public benefit. No General Fund resources are currently allocated to this program. The properties will be sold at Public Auction, and the proceeds will be directed to the County, not the Development Agency, in consideration of the potential liability associated with ownership of these properties and the resources expended through the Public Auction process.

RECOMMENDATION: Staff recommends that the Board of County Commissioners:

- 1) direct the Sheriff and the Department of Business and Community Services to sell the surplus property identified on Exhibit "A" at Public Auction and to have all proceeds from the sale in excess of the actual expenses incurred by the County to operate the program be distributed to the Development Agency, and
- 2) accept ownership of those properties identified in the attached Quitclaim Deeds, all of which are located in the Clackamas Industrial Plan Area.

Respectfully submitted,



Dan Johnson, Assistant Director
Department of Transportation and Development

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

A Resolution Directing the
Disbursement of Clackamas County
Development Agency Surplus Property
at Public Oral Auction



Resolution No.

Page 1 of 2

WHEREAS, the real property parcel listed in the attached Exhibit "A" has been acquired by the Clackamas County Development Agency for road right-of-way;

WHEREAS, the Agency no longer needs the remnant property for road purposes or redevelopment and is therefore presumed surplus;

WHEREAS, the Clackamas Town Center Area Development Plan, as Amended June 16, 2005 provides that remnant parcels acquired for public right-of-way that are left over and not needed for each project are to be disposed of as excess property;

WHEREAS, the Development Agency Board found that designating that certain remnant property identified in the attached Exhibit "A" in the Clackamas Town Center Area Development Plan boundary as surplus is in the public's interest;

WHEREAS, the Development Agency Board specifically requested that the Board of County Commissioners direct the Sheriff and the Department of Business and Community Services to sell the surplus property at Public Auction and to have all proceeds from the sale in excess of the actual expenses incurred by the County to operate the program be distributed to the Development Agency;

NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby resolve:

Section 1: The Sheriff and the Department of Business and Community Services shall sell the surplus property identified on Exhibit "A" at Public Auction and shall have all proceeds from the sale in excess of the actual expenses incurred by the County to operate the program be distributed to the Development Agency.

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

A Resolution Directing the
Disbursement of Clackamas County
Development Agency Surplus Property
at Public Oral Auction



Resolution No.

Page 2 of 2.

Section 2: The surplus property identified on Exhibit "A" shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110.

Dated this _____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

EXHIBIT 'A'

Clackamas County Surplus Real Estate Public Oral Auction
Development Services Building
Auditorium
150 Beaver Creek Rd., Oregon City, OR 97045
Fall 2016

*** Auction will be conducted in English and in U.S. currency only ***

Item #	Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
1	22E02BB00400, 22E02BB00500 and 22E02BB00600 Unimproved Land – off Sunnyside Road and 122 nd Avenue Lot 400 is approximately .24 Acres, lot 500 is approximately .09 Acres, and Lot 600 is approximately .36 Acres	\$140,745	\$35,187	\$7,038

Grantor: Clackamas County Development Agency	State of Oregon
Grantee: Clackamas County	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date:
Road Name: _____ DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project:

QUITCLAIM DEED of FEE LAND
(Corporate or Non-Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT, the Clackamas County Development Agency, (Grantor), for value received, hereby releases and quitclaims to Clackamas County, a political subdivision of the State of Oregon, (Grantee), its heirs, successors and assigns, all fee interest in that certain real property situated in Clackamas County, Oregon, and being more particularly described as follows:

See attached Exhibit A

This transfer of land is an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2016.

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,**
a corporate body politic under ORS Chapter 457

By: _____
John Ludlow, Chair

Accepted this ____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2016,
by John Ludlow, Chair, Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2016,
by John Ludlow, Chair, Clackamas County Board of Commissioners.

Notary Public for State of Oregon

My Commission Expires: _____

S:RW/Lawnfield I/Mahar/RW Quitclaim - County to County Dev. Agency

EXHIBIT A

Tax Lot 22E16A01601

Parcel 1

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that Final Decree to Catherine Persons, and recorded 79-6-45P (Probate), Circuit Court Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land 30 feet in width lying on the West side of the Southern Pacific Railway Company right-of-way, more particularly described as follows:

Beginning at the 1" iron pipe on the west said railroad right-of-way at the northeast corner of that tract described in deed to Over-Land Manufacturing Company recorded February 7, 1975, as Recorders Fee No. 75-3257 Film Records that is S.3°30'W. 595.0 and S.89°20'E. 475.4 feet more or less from the ¼ corner between Sections 9 and 16, T.2S, R.2E, W.M.;

Thence N.7°E. along said railroad right-of-way 148.7 feet more or less to the northeast corner of said Probate Decree 79-6-45P;

Thence west along the north line of said Probate Decree 79-6-45P 30.2 feet more or less to a point that is 30 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.7°W. parallel to and 30 feet from said railroad right-of-way 148.7 feet more or less, to a point on the north line of said Fee No. 75-3257 that is 30 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.89°20'E, along said north line of Fee No. 75-3257 30.2 feet more or less to the point of beginning.

The parcel of land to which this description applies contains 0.10 Acres, more or less.

Parcel 2

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that Final Decree to Catherine Persons, and recorded 79-6-45P (Probate) Circuit Court Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land variable in width and lying on the West side of the Southern Pacific Railway Company right-of-way, more particularly described as follows:

Beginning at the 1" iron pipe on the west said railroad right-of-way at the northeast corner of that tract described in deed to Over-Land Manufacturing Company recorded February

7, 1975, as Recorders Fee No. 75-3257 Film Records that is S.3°30'W. 595.0 and S.89°20'E. 475.4 feet more or less from the ¼ corner between Sections 9 and 16, T.2S, R.2E, W.M.;

Thence N.7°E. along said railroad right-of-way 148.7 feet more or less to the northeast corner of said Probate Decree 79-6-45P;

Thence west along the north line of said Probate Decree 79-6-45P 30.2 feet more or less to a point that is 30 feet more or less to a point that is 30 feet (when measured perpendicularly) from the said railroad right-of-way;

Thence S.7°W. parallel to and 30 feet from said railroad right-of-way 113.4 feet more or less to a point that is 30 feet (when measured perpendicularly) from said railroad right-of-way at railroad station 577+80;

Thence S.35°30'W. 42.3 feet more or less to a point on the north line of said Fee No. 75-3257 that is 50 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.89°20'E along said north line of Fee No. 75-3257 50.5 feet more or less to the point of beginning.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 0.01 Acres, more or less.

Tax Lot 22E16A01701

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to L. Hazel Watson, and recorded as Recorders Fee Number 82-14084, Film Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land 180 feet in width and lying on the West side of the Southern Pacific Railway Company right-of-way more particularly described as follows:

Beginning at the 1" iron pipe on the West said railroad right-of-way at the northwest corner of that tract conveyed to Alfred E. Schmitz by deed recorded at Book 645, Page 785, Deed Records of Clackamas County, that is S.3°30'W. 595.0 feet and S.89°20'E. 475.4 feet more or less from the ¼ corner between sections 9 and 16, T.2S, R.2E, W.M.

Thence N.89°20'W. along the north line of said Book 645, Page 785 130.4 feet more or less to a point that is 130 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.7°W. parallel to and 130 feet from said railroad right-of-way 100.0 feet more or less, to a point on the south line of said Fee No. 82-14084;

Thence N.89°33'E. along said south line 131.3 feet more or less, to a point on the said railroad right-of-way at the southeast corner of said Fee No. 82-14084

Thence N.7°E. along said railroad right-of-way 100.0 feet more or less to the place of beginning.

The parcel of land to which this description applies contains 0.30 Acres, more or less.

Tax Lot 22E16A01801

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to Emile Kalmeta, and recorded as Recorders Fee Number 87-27036, Film Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land variable in width and lying on the West side of Southern Pacific Railway Company right-of-way more particularly described as follows:

Beginning at a ½" iron rod on the West said railroad right-of-way at the northeast corner of that tract of land recorded as "Order No. 473222, Exhibit A" in said Fee No. 87-27036 that is S.3°30'W. 695.0 feet, thence S.89°20'E. 30.04 feet to an iron rod; thence S.87°17'E. 100.00 feet to an iron rod; thence S.87°17'E. 55.2 feet to an iron rod; thence N.89°33'E. 284.2 feet from the ¼ corner between Sections 9 and 16, T.2S, R.2E W.M.;

Thence S.7°W. along said railroad right-of-way 112.8 feet more or less to the S.E. corner of that tract conveyed to Alfred E. Schmitz by deed recorded at Book 645, Page 785, Deed Records of Clackamas County;

Thence N.89°20'W. tracing the south boundary of the said Schmitz tract 130.8 feet more or less to a point that is 130 feet (when measured perpendicularly) from said railroad right-of-way;

Thence N.7°E. parallel to and 130 feet from said railroad right-of-way 109.9 feet more or less to a point on the north line of said Fee No. 87-27036;

Thence N. 89°33'E. tracing said north line 131.3 feet more or less to the point of beginning.

The parcel of land to which this description applies contains 0.34 Acres, more or less.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$754,591
Funding Source	Includes State and Federal Operating Grants
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015, March 24 and April 28, 2016
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Social Services Fund is recognizing additional revenue from Support Housing Assistance Program and Low Income Home Energy Assistance Program and budget for program expenses and reclassifying payments to sub recipients.

The Children, Youth and Families Fund is recognizing new Healthy Families revenue and budgeting for program costs.

The effect of this Board Order is an increase in appropriations of \$754,591 including new revenues as detailed below:

State Operating Grants	\$ 315,364.
Federal Operating Grants	<u>439,227.</u>
Total Recommended	<u>\$ 754,591.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2015-16

Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Social Services Fund
- . Children, Youth and Families Fund,

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

**Exhibit A
June 16, 2016**

Recommended items by revenue source:

Federal Operating Grants	\$ 315,364
State Operating Grants	<u>439,227</u>
Total Recommended	<u><u>\$ 754,591</u></u>

SOCIAL SERVICES FUND

Revenues:	
Federal Operating Grants	\$ 315,364
State Operating Grants	<u>(35,426)</u>
Total Revenue	<u><u>\$ 279,938</u></u>

Expenses:	
Health and Human Services	\$ 147,562
Not Allocated to Organizational Unit	
Special Payments	<u>132,376</u>
Total Expenditures	<u><u>\$ 279,938</u></u>

Social Services Fund is recognizing additional revenue from the Support Housing Assistance Program and Low Income Home Energy Assistance Programs and budgeting for program expenses and reclassifying payments to sub recipients.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
State Operating Grants	\$ 474,653
Total Revenue	<u><u>\$ 474,653</u></u>

Expenses:	
Health and Human Services	\$ 474,653
Total Expenditures	<u><u>\$ 474,653</u></u>

Children, Youth and Families Fund is recognizing additional Internal County and State grant revenue and budgeting for program costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$32,140
Funding Source	Includes Charges for Services
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015, March 24 and April 28, 2016
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Public Health Fund is recognizing additional charge for services revenue and budgeting for program expenses associated with this fund.

The effect of this Resolution is an increase in appropriations of \$32,140 including revenues as detailed below:

Charge for Services	\$ 32,140.
Total Recommended	<u>\$ 32,140.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2015-16

Resolution No _____
Page 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

. Public Health Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 16, 2016

Recommended items by revenue source:

Charge for Services	\$ 32,140
Total Recommended	<u>\$ 32,140</u>

PUBLIC HEALTH SERVICES FUND

Revenues:

Charge for Services	\$ 32,140
Total Revenue	<u>\$ 32,140</u>

Expenses:

Health and Human Services	\$ 32,140
Total Expenditures	<u>\$ 32,140</u>

Public Health Fund is recognizing additional charge for services revenue and budgeting for program expenses associated with this fund.



June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015, amended October 29, December 10, 2015, March 24 and April 28, 2016.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – County Counsel is realigning its budget to better match actual costs.

The Justice Court is transferring payments made to the Oregon Department of Revenue to the special payments category per Local Budget Law requirements.

The Happy Valley/Clackamas Joint Transportation Fund transferring from contingency to debt service for a loan payment to the Oregon Transportation Infrastructure Bank.

The Self Insurance Fund is transferring from materials and services to special payments to better align with actual costs.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2015-16

Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – County Counsel
- . Justice Court Fund
- . Happy Valley/Clackamas Joint Trans Fund
- . Self Insurance Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2015 through June 30, 2016.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
June 16, 2016

GENERAL FUND - COUNTY COUNSEL

Expenses:

County Counsel	
Materials and Services	\$ 107,300
Personnel Services	(107,300)
Total Expenditures	<u>\$ -</u>

The General Fund – County Counsel is realigning its budget to better match actual costs.

JUSTICE COURT FUND

Expenses:

Public Protection	\$ (1,200,000)
Not Allocated to Organizational Unit	
Special Payments	1,200,000
Total Expenditures	<u>\$ -</u>

Justice Court is transferring payments made to the Oregon Department of Revenue to the special payments category per Local Budget Law requirements.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Expenses:

Not Allocated to Organizational Unit	
Debt Service	\$ 30,000
Contingency	(30,000)
Total Expenditures	<u>\$ -</u>

Happy Valley/Clackamas Joint Transportation Fund transferring from contingency to debt service for a loan payment to the Oregon Transportation Infrastructure Bank.

SELF INSURANCE FUND

Expenses:

Not Allocated to Organizational Unit	
Materials and Services	\$ (250,000)
Special Payments	250,000
Total Expenditures	<u>\$ -</u>

Self Insurance Fund is transferring from materials and services to special payments to better align with actual costs.

DRAFT

Approval of Previous Business Meeting Minutes:

May 19, 2016

(draft minutes attached)

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.html>

Thursday, May 19, 2016 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Sherry Hall, County Clerk gave a post-Election update.
2. Jose Hernandez, Milwaukie – tax exemption for Veteran's.
3. Mack Woods, Canby – support of Veteran's.
4. Les Poole, Gladstone – road funding.

II. PRESENTATION

1. Recognition of Clackamas County Volunteers

Tracy Moreland, Public & Government Affairs presented the staff report and showed a short video about volunteers in Clackamas County. County volunteers serve a vital role in providing needed programs and services to all of our citizens and to our vulnerable populations. They serve in needed areas in almost every county department. They include those who have volunteered through Volunteer Connection and Social Services, Health, Housing and Human Services, County Parks, Libraries, the Sheriff's Office, District Attorney, Water Environment Services, Resolution Services, Juvenile, Disaster Management, CCOM, Tourism, Dog Services, Resource Conservation as well as all Advisory Boards and Commissions, Community Planning Organizations, Hamlets, Villages and the Committee for Citizen Involvement.

The Board thanked every volunteer in the County for their service and invited everyone to a reception in room 369.

III. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion regarding consent item B.1~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval to Apply for a Grant from the Oregon Health Authority (OHA) for Rental Assistance for Veterans - *Social Services*

2. Approval for a Revenue Agreement with CareOregon for the Behavioral Health Clinics Integration to the EPIC Electronic Health Record System - *Health Centers*
3. Approval of a Revenue Intergovernmental Agreement with Washington County for Wraparound Care Coordinator Consultation Services - *Behavioral Health*

B. Department of Transportation & Development

1. Approval to Purchase a New Wirtgen 120CFi Asphalt Milling Machine from Modern Machinery for the Transportation Maintenance Division - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUREND – 6:50 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER

2200 KAEN ROAD | OREGON CITY, OR 97045

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amended Intergovernmental Agreement with Washington County Consolidated Communications Agency (WCCCA), City of Lake Oswego 9-1-1 (LOCOM), and Columbia 9-1-1 Communications District (C911CD)

Purpose/Outcomes	Updates an existing IGA by adding C911CD to the existing partnership between CCOM, LOCOM, and WCCCA.
Dollar Amount and Fiscal Impact	This IGA refers to the Computer Aided Dispatch (CAD) partnership only. Costing is included as an addendum (attached). By adding C911CD, the partner agencies share in the cost of a replacement CAD system, and results in a decrease in cost to CCOM.
Funding Source	Member agencies from CCOM, LOCOM, WCCCA, and C911CD.
Duration	Perpetual
Previous Board Action	The Board last reviewed and approved the original IGA on April 3, 2014, and more recently approved an amended IGA on December 17, 2015.
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Bob Cozzie, CCOM Director 503-723-4875
Contract No.	N/A

BACKGROUND:

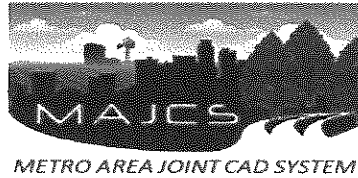
Clackamas County Communications (CCOM) entered into an Intergovernmental Agreement with WCCCA and LOCOM creating the Metropolitan Area Joint CAD System (MAJCS) on April 3, 2014. The agreement outlined the partnership between the three agencies, and allowed for additional partners as appropriate.

This amended IGA outlines the new partner, Columbia 9-1-1 Communications District (C911CD), otherwise known as Columbia County 9-1-1. Adding C911CD to the partnership strengthens the regional CAD system, further leverages cost sharing components of the agreement, and improves existing relationships between the 9-1-1 agencies in Clackamas, Columbia, and Washington counties.

RECOMMENDATION:

Staff respectfully recommends the Board approve this amendment to the agreement. The amendment has been reviewed and approved by County Counsel.

Respectfully submitted,
Bob Cozzie, Director
Director



Goal: Design and build a joint CAD system to function seamlessly among the current partner dispatch centers.

AMENDMENT No. 2 TO THE INTERGOVERNMENTAL AGREEMENT REGARDING THE METROPOLITAN AREA JOINT CAD SYSTEM

This Amendment No. 2 (this "Amendment") of that certain intergovernmental agreement dated April 3, 2014 as subsequently amended ("Agreement") regarding the Metropolitan Area Joint CAD System ("MAJCS") by and between the City of Lake Oswego ("Lake Oswego"), Clackamas County ("Clackamas"), and Washington County Consolidated Communications Agency ("WCCCA" and, together with Lake Oswego and Clackamas, the "Partners") is entered into as of the date last executed by the parties listed below.

WHEREAS, the Partners desire to amend the Agreement pursuant to this Amendment to allow Columbia 9-1-1 Communication District ("Columbia") to join the MAJCS system; and

WHEREAS, to do so Columbia is willing to enter into this Amendment and join the Agreement, assuming all rights and responsibilities of a Partner under the Agreement; and

WHEREAS, Columbia has agreed to pay the costs associated with its addition as an affiliate to the original Tri-Tech contract in the sum of \$433,677.50, or as may be adjusted; and

WHEREAS, Columbia has agreed to be responsible for its share of costs under the Agreement, including project management, from the date of this Amendment forward; and

WHEREAS, Columbia has agreed to pay MAJCS \$19,829.25 as Columbia's share of the cost of hardware previously procured for the TriTech Inform CAD implementation;

NOW, THEREFORE, the Partners and Columbia agree that the Agreement is amended as follows:

1. Section 3.D is amended to add Columbia 9-1-1 Communication District as a Partner under the Agreement.
2. Exhibit A of the Agreement is amended to reflect the new apportionment among Partners as shown on the Exhibit A attached to this Amendment.
3. Section 16 is amended to add the following notice address for Columbia:

Columbia 9-1-1 Communications District
58611 McNulty Way
P.O. Box 998
St. Helens, Oregon 97016


4. Upon execution of this Amendment, Columbia shall pay MACJS the sum of \$19,829.25, which shall be used by MACJS to pay capital, maintenance or operating costs prior to any future apportionment of such costs among the Partners under Section 7 of the Agreement.

5. In addition to any costs apportioned to Columbia as a Partner under Section 7 of Agreement, or for which it may be responsible under Sections 8, 9 or 10 of the Agreement, Columbia shall reimburse WCCCA for the cost of adding Columbia as part of the Joint CAD system procured from TriTech Software Systems (TriTech) and as an affiliate to the original System Purchase Agreement and Software Support Agreement with TriTech for the Joint CAD System, in the sum of \$433,677.50 as shown on Sales Order Q4136VG-01 attached as Exhibit B, or as may be adjusted through changes specific to Columbia. Reimbursement payment(s) shall be made promptly upon receipt of invoice(s) from WCCCA.

6. Except as specifically modified by this Amendment, the remainder of the Agreement remains in full force and effect.

Columbia 9-1-1 Communications
District

Clackamas County


Authorized Signature

Chair

Henry Heimuller, Band Chair
Name, Title

Printed Name

5-31-16
Date

Date

City of Lake Oswego

WCCCA

Authorized Signature


Authorized Signature

Name, Title

Denny Doyle,
Name, Title

Date

5/24/16
Date

Exhibit A

Partner	Production CAD Workstations	Apportionment Percentage
WCCCA	22	46.80 %
CCOM	14	29.78 %
LOCOM	6	12.76 %
COLUMBIA	5	10.63 %



OFFICE OF COUNTY COUNSEL

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

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Designation of Newspaper for 2016
Property Tax Foreclosure Publication

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2016-2017 budget.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Board approval annually at the end of June.
Strategic Plan Alignment	Build Public Trust through Good Government:
Contact Person	Anja Mundy, County Counsel x 5396

Background:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Clackamas Review.

The projected cost of publication in the Clackamas Review is included in the Assessment and Taxation's 2016-2017 budget for publication.

Recommendation:

Staff recommends the Board of County Commissioners approve the designation of the Clackamas Review to publish the 2016 tax foreclosure list.

Respectfully submitted,

Kathleen Rastetter
Sr. Legal Counsel



June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Lease Amendment No. 2 Between Clackamas County
and OSU Extension in Clackamas County

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	Allows for use of leased land for the "Farmer to Farm" program
Dollar Amount and Fiscal Impact	None
Funding Source	None
Duration	Term of Lease
Previous Board Action	Discussion of item in policy issues
Strategic Plan Alignment	1. Grow a Vibrant Economy: this extension program is aimed at supporting the development of agricultural business and products
Contact Person	Chris Storey, Assistant County Counsel

BACKGROUND:

Clackamas County leased land to Oregon State University through its Clackamas County Extension Service ("Extension") pursuant to a lease (the "Lease") entered into on December 20th, 2012 for certain property in the unincorporated area near the City of Wilsonville ("Property"). This Lease was previously amended in 2014 to allow for the installation of solar panels on the Property. The As part of Extension's use of the Property, they have received permission for a pilot project called "Farmer to Farm" which allows Clackamas County farmers to grow crops on the Property. Sale of the raised crops is used in part to support Extension programs on the Property. This amendment would allow for the implementation of the Farmers to Farm program for the remainder of the lease term. The proposed amendment has already been executed by Extension.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the proposed amendment.

Respectfully submitted,

Chris Storey
Assistant County Counsel

AMENDMENT NO. 2

TO

LEASE AGREEMENT

This Amendment No. 2 to Lease Agreement (this "Amendment") is entered by and between Clackamas County ("Lessor") and Oregon State University for its North Willamette Research and Extension Center ("Lessee"), pursuant to the authority granted in Oregon Revised Statutes Chapter 190.

WHEREAS, Lessor and Lessee entered into that certain Intergovernmental Lease Agreement dated December 20th, 2012 as amended January 9th, 2014 (together, the "Lease") dealing with certain real property near the City of Wilsonville as more fully described in the Lease (the "Property") for the purpose of agricultural research; and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify the subleasing of a portion of the Property to private farmers;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree that:

1. Lease paragraph 16 is amended to add the following language:

"Notwithstanding the foregoing, Lessor consents to Lessee subleasing up to fifty percent (50%) of the Property from the date of last signature below through December 31, 2021 to farmers as part of the Lessee's "Farmer to Farm" program. Lessee will not be obligated to pay cash rent for the above-stated subleases allowed per this consent."

2. Except as set forth herein, the Lease is ratified and no other changes have been or are made.

[Signature Page Follows]

Oregon State University for its North
Willamette Research
and Extension Center

By: 
Name: Nicole Neuschwander

Title: Director, OSU Real Estate

Date: 5/19/12

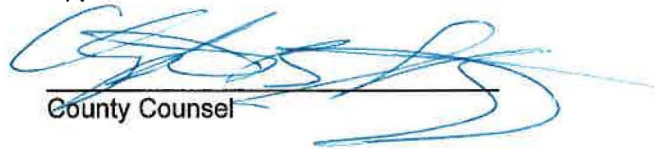
CLACKAMAS COUNTY, by its
Board of County Commissioners

By: _____
Chair

Date: _____

Attest: _____

Approved as to Form:


County Counsel



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

June 16, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Modification of Grant or Agreement 13-SA-11060600-013 between
Clackamas County and USDA Forest Service – Mt. Hood National Forest for the
Dump Stoppers Program

Purpose/Outcomes	Clackamas County Parks & Forest manages the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands.
Dollar Amount and Fiscal Impact	\$20,000 of USDA Forest Service funds will be added to existing grant agreement number 13-SA-11060600-013. Matching funds of \$6,700 will come from approved FY15/16 Policy Level Proposal in the Forest Management fund budget.
Funding Source	USDA Forest Service
Duration	Through May 15, 2018 as was stated under the original agreement, signed on May 20, 2013
Previous Board Action	Original grant agreement was approved on May 15, 2013 by the delegated authority of the BCC to BCS Director Gary Barth
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, Manager County Parks & Forest
Contract No.	13-SA-11060600-013 - Modification No. 003

BACKGROUND: The Dump Stoppers program was created in 2003 to address the chronic and growing problem of waste dumping on forested lands in Clackamas County. The program goals are to: 1) clean up identified dump sites on 790,000 acres of program partner lands; 2) enforce anti-dumping laws; and 3) educate the public about the negative consequences of illegal dumping. Federal funds through the USDA Forest Service Retained Receipts provide for 72 combined days of Dump Stoppers staff labor and vehicle operation costs related to dump site cleanup. Matching funds of \$6,700 will provide for Clackamas County Sheriff patrols and enforcement support for the program.

RECOMMENDATION:

Staff recommends Board approval of Modification #3 to the USDA Forest Service Grant 13-SA-11060600-013 and authorizes Gary Barth, BCS Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director of Business and Community Services



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: 2013-6420-06630	3. MODIFICATION NUMBER: 003
---	--	---------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
---	---

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County 150 Beaver Creek Road Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
--	--

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: +\$20,000.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification adds funding in continuation of the project.

The expenditure of stewardship retained receipts is approved for use on:

- On-forest sites where each of the on-forest work activities has a restoration objective, meets the land management objectives of the Mt. Hood Forest Plan, and meets the objectives of Section 323 of Public Law 108-7, 2003 (16 U.S.C. 2014 Note) "Stewardship End Result Contracting Projects"
- Off-forest sites which have a direct impact on water quality in streams that flow onto or from national forest lands, and meet the objectives of the Land Management Goals listed above. Types of trash and debris being cleaned up from various off-forest locations should be documented with photos.

Stewardship retained receipts cannot be expended for enforcement of dumping laws, educating the public on the negative resource impacts of trash dumping, or for other various prevention methods and programs.

All funding currently obligated remains available for use. FS funding summary:

Original Agreement:	\$ 32,000.00
Modification 1	\$ 34,999.20
Modification 2	\$ 35,000.00
Modification 3	\$ 20,000.00
Total FS Obligated	\$121,999.20

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Request Letter, Technical Proposal



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

April 11, 2016

Gwen Collier
USFS Clackamas River Ranger District
595 NW Industrial Way
Estacada, OR 97023
RE: Dump Stoppers Stewardship Agreement # 13-SA-11060600-013 Modification 3 Request

Dear Gwen -

On behalf of Clackamas County Parks and Forest, I would like to request Modification 3 to the above-listed stewardship agreement for our Dump Stoppers program. We are requesting that the amount of \$20,000.00 in retained receipts funding be added to the agreement. This was approved by the Region 6 Regional Forester in a letter dated February 19, 2016. Clackamas County Parks and Forest will provide \$6,700.00 of matching funds, an amount equivalent to 23.7% of the project total. Retained receipts dollars will only be used 1) to fund the salary costs of Dump Stoppers program staff who are cleaning up illegal dump sites on the Mt. Hood National Forest and on adjacent ownerships of program partners such as the Bureau of Land Management, Oregon Department of Forestry, Clackamas County Parks and Forest, and private industrial forest lands and 2) to fund the costs associated with vehicle use for cleanup projects including fuel, tires, and rental fees for a program support vehicle.

I have included a revised Appendix B – Technical Proposal, a new Appendix D – Agreements Financial Plan (Short Form), and an Expanded Budget (to better show how we have budgeted the additional retained receipts and match funding). I did not include a revised Appendix C – Map as it has not changed from the one in the original agreement.

In preparing for this Modification 3 request, I noticed that there is a mistake on Modification 2, Appendix D, Page 1 of the Stewardship Agreement Financial Plan FS-1500-21B. In column (b) Cash to Partner, the amount of \$4,100 is listed under the Cost Element "Contracted Stewardship Work". It should have been listed under Cost Element "Other" as you can see on Page 2 of the FS Cash to the Cooperator Cost Analysis worksheet. Apparently the auto-filled Page 1 incorrectly auto-filled that amount into the wrong Cost Element row. Please consult with Anne Doolin and if it has to be fixed, please let us know if there is something that we have to do. That \$4,100 amount for vehicle operation clearly belongs in the "Other" column.

**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification of Agreement 13-SA-11060600-013
Adding \$20,000 of Retained Receipts Funding through Stewardship Contracting**

Modification 3 Requested April 11, 2016

Program Overview and Description of Partnerships

Clackamas County Dump Stoppers has been in operation since spring of 2003. The primary objectives of the program are 1) locate and **clean up** illegally dumped waste on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a program coordinator, additional temporary/seasonal staff as needed, a retired or reserve deputy from the Clackamas County Sheriff's Office, and program management and oversight from Clackamas County Forest staff. Up until the past few years the program had operated year-around, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Partner land managers/owners who participate in the Dump Stoppers program include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County (see Appendix C – Dump Stoppers Stewardship Project Area). The USFS Mt. Hood National Forest in Clackamas County comprises 545,000 acres and 2/3 of the land covered by the Dump Stoppers program.

Additional program partners come through volunteers. For 2016, we anticipate organizing some large cleanup projects with students and staff from Timber Lake Job Corps Center. We also plan to work with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS recreation staff organizational help. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also work with Community Corrections crews once or twice per month on cleanup projects.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire decided to donate disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. These donations/discounts are not accounted for in Appendix D due to the unknown quantities that will be donated.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 20 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metals contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment



This dump site contained hundreds of soggy soiled diapers and other household waste and was located on the banks of Still Creek on the Zigzag Ranger District of the Mt. Hood National Forest.

Education

While retained receipt funding is not used to pay for educational activities, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Usually once or twice a year we are either contacted by or reach out to local media such as *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff and the CCSO. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date all the material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forest lands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2015 Dump Stoppers Partners Meeting took place on May 27th and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting this year will also likely take place in May.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2015 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Molly McKnight of the Clackamas County Forest Program at either 503-742-4424 or mollymck@co.clackamas.or.us

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
FS Program Manager	\$300.09	5.00		\$1,500.45
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,500.45

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Field Ops Coordinator - Temp	\$290.00	48.00		\$13,920.00
Field Ops Assistant - Temp	\$210.50	24.00		\$5,052.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$18,972.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Dump Stoppers Deputy		\$335.00	20.00		\$6,700.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$6,700.00
-----------------------------	-------------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 13-SA-11060600-013	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: 2013-6420-06630	3. MODIFICATION NUMBER: 003
---	--	---------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
---	---

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County 150 Beaver Creek Road Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
--	--

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: +\$20,000.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification adds funding in continuation of the project.

The expenditure of stewardship retained receipts is approved for use on:

- 1.) On-forest sites where each of the on-forest work activities has a restoration objective, meets the land management objectives of the Mt. Hood Forest Plan, and meets the objectives of Section 323 of Public Law 108-7, 2003 (16 U.S.C. 2014 Note) "Stewardship End Result Contracting Projects"
- 2.) Off-forest sites which have a direct impact on water quality in streams that flow onto or from national forest lands, and meet the objectives of the Land Management Goals listed above. Types of trash and debris being cleaned up from various off-forest locations should be documented with photos.

Stewardship retained receipts cannot be expended for enforcement of dumping laws, educating the public on the negative resource impacts of trash dumping, or for other various prevention methods and programs.

All funding currently obligated remains available for use. FS funding summary:

Original Agreement:	\$ 32,000.00
Modification 1	\$ 34,999.20
Modification 2	\$ 35,000.00
Modification 3	\$ 20,000.00
Total FS Obligated	\$121,999.20

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Request Letter, Technical Proposal



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

April 11, 2016

Gwen Collier
USFS Clackamas River Ranger District
595 NW Industrial Way
Estacada, OR 97023
RE: Dump Stoppers Stewardship Agreement # 13-SA-11060600-013 Modification 3 Request

Dear Gwen -

On behalf of Clackamas County Parks and Forest, I would like to request Modification 3 to the above-listed stewardship agreement for our Dump Stoppers program. We are requesting that the amount of \$20,000.00 in retained receipts funding be added to the agreement. This was approved by the Region 6 Regional Forester in a letter dated February 19, 2016. Clackamas County Parks and Forest will provide \$6,700.00 of matching funds, an amount equivalent to 23.7% of the project total. Retained receipts dollars will only be used 1) to fund the salary costs of Dump Stoppers program staff who are cleaning up illegal dump sites on the Mt. Hood National Forest and on adjacent ownerships of program partners such as the Bureau of Land Management, Oregon Department of Forestry, Clackamas County Parks and Forest, and private industrial forest lands and 2) to fund the costs associated with vehicle use for cleanup projects including fuel, tires, and rental fees for a program support vehicle.

I have included a revised Appendix B – Technical Proposal, a new Appendix D – Agreements Financial Plan (Short Form), and an Expanded Budget (to better show how we have budgeted the additional retained receipts and match funding). I did not include a revised Appendix C – Map as it has not changed from the one in the original agreement.

In preparing for this Modification 3 request, I noticed that there is a mistake on Modification 2, Appendix D, Page 1 of the Stewardship Agreement Financial Plan FS-1500-21B. In column (b) Cash to Partner, the amount of \$4,100 is listed under the Cost Element “Contracted Stewardship Work”. It should have been listed under Cost Element “Other” as you can see on Page 2 of the FS Cash to the Cooperator Cost Analysis worksheet. Apparently the auto-filled Page 1 incorrectly auto-filled that amount into the wrong Cost Element row. Please consult with Anne Doolin and if it has to be fixed, please let us know if there is something that we have to do. That \$4,100 amount for vehicle operation clearly belongs in the “Other” column.

**Revised Appendix B - Technical Proposal for
Dump Stoppers: Illegal Dumping Education, Enforcement, and Cleanup**

**Additional Information for Modification of Agreement 13-SA-11060600-013
Adding \$20,000 of Retained Receipts Funding through Stewardship Contracting**

Modification 3 Requested April 11, 2016

Program Overview and Description of Partnerships

Clackamas County Dump Stoppers has been in operation since spring of 2003. The primary objectives of the program are 1) locate and **clean up** illegally dumped waste on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a program coordinator, additional temporary/seasonal staff as needed, a retired or reserve deputy from the Clackamas County Sheriff's Office, and program management and oversight from Clackamas County Forest staff. Up until the past few years the program had operated year-around, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Partner land managers/owners who participate in the Dump Stoppers program include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County (see Appendix C – Dump Stoppers Stewardship Project Area). The USFS Mt. Hood National Forest in Clackamas County comprises 545,000 acres and 2/3 of the land covered by the Dump Stoppers program.

Additional program partners come through volunteers. For 2016, we anticipate organizing some large cleanup projects with students and staff from Timber Lake Job Corps Center. We also plan to work with some organized user groups such as target shooters and off-highway vehicle riders in a coordinated fashion with USFS recreation staff organizational help. We will support two large cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also work with Community Corrections crews once or twice per month on cleanup projects.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. In 2011, Molalla Discount Tire decided to donate disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+. These donations/discounts are not accounted for in Appendix D due to the unknown quantities that will be donated.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 20 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling.

Aquatic Resource Protection and Improvement

Dumping is a widespread problem across land ownerships in central and eastern Clackamas County. The Clackamas, Molalla, and Sandy river watersheds provide drinking water for several hundred thousand people as well as habitat for federally listed fish. Dumping of items such as household waste, tires, appliances, demolition debris, electronics, oil, vehicles, and pesticides contributes to fish and wildlife habitat degradation through contamination of soil and water and destruction of vegetation. Contaminants from hazardous materials such as battery acids, refrigerants, heavy metals contained in computer and other electronic components, pesticides, oils, paints, and other pollutants that are dumped in the forest can leach into the soil and enter the aquatic environment



This dump site contained hundreds of soggy soiled diapers and other household waste and was located on the banks of Still Creek on the Zigzag Ranger District of the Mt. Hood National Forest.

Education

While retained receipt funding is not used to pay for educational activities, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Usually once or twice a year we are either contacted by or reach out to local media such as *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff and the CCSO. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date all the material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forest lands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2015 Dump Stoppers Partners Meeting took place on May 27th and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting this year will also likely take place in May.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2015 has been provided to the USFS Mt. Hood National Forest.

For questions regarding this technical proposal, please contact Molly McKnight of the Clackamas County Forest Program at either 503-742-4424 or mollymck@co.clackamas.or.us

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
FS Program Manager	\$300.09	5.00		\$1,500.45
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,500.45

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Field Ops Coordinator - Temp		\$290.00	48.00	\$13,920.00
Field Ops Assistant - Temp		\$210.50	24.00	\$5,052.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$18,972.00
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Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Dump Stoppers Deputy		\$335.00	20.00	\$6,700.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$6,700.00
-----------------------------	-------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 14, 2016

Development Agency Board
Clackamas County

Members of the Board:

A Resolution Authorizing the Disposition of Clackamas County
Development Agency Surplus Property

Purpose/Outcomes	Transfer of Development Agency surplus property, reducing the Agency's property portfolio and facilitating the return of the property to the County tax rolls.
Dollar Amount and Fiscal Impact	All proceeds from property sales in excess of the actual expenses incurred by the County to operate the program will be distributed to the General Fund.
Funding Source	No General Fund resources are currently allocated to this program.
Duration	N/A.
Previous Board Action	A Study Session with the Board of County Commissioners was held on April 7, 2015 to discuss these parcels. This property was included in a Board-approved the list of properties for sale at the Public Oral Auction (date, TBD).
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND: The Development Agency owns a number of properties located within the Clackamas Industrial plan area, most of which were acquired for road right-of-way. Most of these properties are redeveloped through Disposition and Development Agreements. A small number of properties are either too small, have limited access, have topographical challenges, or have limited or no redevelopment potential for various reasons.

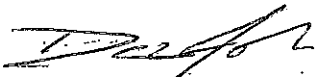
While other urban renewal plans in Clackamas County provide that remnant parcels acquired for public right-of-way that are left over and not needed for each project are to be disposed of as excess property, the Clackamas Industrial Area Development Plan, as Amended September 27, 2007, does not have such a provision. The Clackamas Industrial Area Development Plan, as Amended September 27, 2007, does, however, provide that the Development Agency Board

may dispose of real property to any other public agency. The remnant properties identified in the attached Resolution are surplus and of little economic value and staff remains concerned about the ongoing liability associated with these properties. Under the circumstances, staff proposes to transfer these remnants to the County at no charge.

It is assumed that the County will eventually offer these properties for sale through the regularly scheduled Public Auction. Property Resources Division is tasked with managing, administering and dispersing such parcels in a cost effective manner that will provide a County public benefit. No General Fund resources are currently allocated to this program. The properties will be sold at Public Auction, and the proceeds will be directed to the County, not the Development Agency, in consideration of the potential liability associated with ownership of these properties and the resources expended through the Public Auction process.

RECOMMENDATION: Staff recommends that the Board of County Commissioners, acting as the governing body of the Clackamas County Development Agency, transfer ownership of those properties identified in the attached Resolution, which are located in the Clackamas Industrial Area to Clackamas County.

Respectfully submitted,



Dan Johnson, Manager
Clackamas County Development Agency

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

A Resolution Authorizing the
Disposition of Clackamas County
Development Agency Surplus Property



Resolution No.

Page 1 of 2

WHEREAS, the real property parcels listed in the attached Exhibit "A" have been acquired by the Clackamas County Development Agency for road right-of-way;

WHEREAS, the Agency no longer needs the remnant properties for road purposes or redevelopment and they are therefore presumed surplus;

WHEREAS, the remnant properties are of little economic value and staff is concerned about the ongoing liability associated with these properties;

WHEREAS, the Clackamas Industrial Area Development Plan, as Amended September 27, 2007, provides that the Development Agency Board may dispose of real property to any other public agency;

WHEREAS, the Development Agency Board finds that designating those certain remnant properties identified in the attached Exhibit "A" in the Clackamas Industrial Area Development Plan boundary as surplus is in the public's interest;

WHEREAS, the Development Agency Board finds that transferring the real property parcels to Clackamas County is efficient and in the best interest of the citizens of Clackamas County;

WHEREAS, the Development Agency Board finds that the proceeds of any sale of the remnant properties should be directed to the County, not the Development Agency, in consideration of the potential liability associated with ownership of these properties and the resources expended through the Public Auction process.

NOW, THEREFORE, the Clackamas County Development Agency Board of Commissioners does hereby resolve:

Section 1: The Development Agency no longer needs the remnant properties, listed in the attached Exhibit "A", for road purposes or redevelopment and they are therefore presumed surplus, and selling them is in the best interest of the citizens of Clackamas County.

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

A Resolution Authorizing the
Disposition of Clackamas County
Development Agency Surplus Property



Resolution No.

Page 2 of 2

Section 2: The remnant properties, listed
below, shall be transferred to Clackamas County.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary

EXHIBIT 'A'

Clackamas County Surplus Real Estate Public Oral Auction
Development Services Building
Auditorium
150 Beaver Creek Rd., Oregon City, OR 97045
Fall 2016

*** Auction will be conducted in English and in U.S. currency only ***

Item #	Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
1	22E16A01601, 22E16A01701, and 22E16A01801 Unimproved Land off 82 nd Avenue and SE Jennifer Street Lot 1601 is approximately .11 Acres, Lot 1701 is approximately .28 Acres, and Lot 1801 is approximately .34 Acres	\$3,263	\$3,263	\$653
2	22E09DA00600, 22E09DA00601, and 22E09DA00801 Residential Land- off of SE Clackamas Road and SE Amherst Street Approximately .07 Acres	\$85,923	\$21,481	\$4,297

Grantor: Clackamas County Development Agency	State of Oregon
Grantee: Clackamas County	
After Recording Return to: Clackamas County Engineering 150 Beavercreek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date:
Road Name: _____ DTD Rd. File No. _____	Authorized by Clackamas County Ordinance No. 02-2009 Project:

QUITCLAIM DEED of FEE LAND
(Corporate or Non-Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT, the Clackamas County Development Agency, (Grantor), for value received, hereby releases and quitclaims to Clackamas County, a political subdivision of the State of Oregon, (Grantee), its heirs, successors and assigns, all fee interest in that certain real property situated in Clackamas County, Oregon, and being more particularly described as follows:

See attached Exhibit A

This transfer of land is an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____, 2016.

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457**

By: _____
John Ludlow, Chair

Accepted this ____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____, 2016,
by John Ludlow, Chair, Clackamas County Development Agency.

Notary Public for State of Oregon

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____, 2016,
by John Ludlow, Chair, Clackamas County Board of Commissioners.

Notary Public for State of Oregon

My Commission Expires: _____

S:RW/Lawnfield I/Mahar/RW Quitclaim - County to County Dev. Agency

EXHIBIT A

Tax Lot 22E16A01601

Parcel 1

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that Final Decree to Catherine Persons, and recorded 79-6-45P (Probate), Circuit Court Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land 30 feet in width lying on the West side of the Southern Pacific Railway Company right-of-way, more particularly described as follows:

Beginning at the 1" iron pipe on the west said railroad right-of-way at the northeast corner of that tract described in deed to Over-Land Manufacturing Company recorded February 7, 1975, as Recorders Fee No. 75-3257 Film Records that is S.3°30'W. 595.0 and S.89°20'E. 475.4 feet more or less from the ¼ corner between Sections 9 and 16, T.2S, R.2E, W.M.;

Thence N.7°E. along said railroad right-of-way 148.7 feet more or less to the northeast corner of said Probate Decree 79-6-45P;

Thence west along the north line of said Probate Decree 79-6-45P 30.2 feet more or less to a point that is 30 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.7°W. parallel to and 30 feet from said railroad right-of-way 148.7 feet more or less, to a point on the north line of said Fee No. 75-3257 that is 30 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.89°20'E, along said north line of Fee No. 75-3257 30.2 feet more or less to the point of beginning.

The parcel of land to which this description applies contains 0.10 Acres, more or less.

Parcel 2

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that Final Decree to Catherine Persons, and recorded 79-6-45P (Probate) Circuit Court Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land variable in width and lying on the West side of the Southern Pacific Railway Company right-of-way, more particularly described as follows:

Beginning at the 1" iron pipe on the west said railroad right-of-way at the northeast corner of that tract described in deed to Over-Land Manufacturing Company recorded February

7, 1975, as Recorders Fee No. 75-3257 Film Records that is S.3°30'W. 595.0 and S.89°20'E. 475.4 feet more or less from the ¼ corner between Sections 9 and 16, T.2S, R.2E, W.M.;

Thence N.7°E. along said railroad right-of-way 148.7 feet more or less to the northeast corner of said Probate Decree 79-6-45P;

Thence west along the north line of said Probate Decree 79-6-45P 30.2 feet more or less to a point that is 30 feet more or less to a point that is 30 feet (when measured perpendicularly) from the said railroad right-of-way;

Thence S.7°W. parallel to and 30 feet from said railroad right-of-way 113.4 feet more or less to a point that is 30 feet (when measured perpendicularly) from said railroad right-of-way at railroad station 577+80;

Thence S.35°30'W. 42.3 feet more or less to a point on the north line of said Fee No. 75-3257 that is 50 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.89°20'E along said north line of Fee No. 75-3257 50.5 feet more or less to the point of beginning.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 0.01 Acres, more or less.

Tax Lot 22E16A01701

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to L. Hazel Watson, and recorded as Recorders Fee Number 82-14084, Film Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land 180 feet in width and lying on the West side of the Southern Pacific Railway Company right-of-way more particularly described as follows:

Beginning at the 1" iron pipe on the West said railroad right-of-way at the northwest corner of that tract conveyed to Alfred E. Schmitz by deed recorded at Book 645, Page 785, Deed Records of Clackamas County, that is S.3°30'W. 595.0 feet and S.89°20'E. 475.4 feet more or less from the ¼ corner between sections 9 and 16, T.2S, R.2E, W.M.

Thence N.89°20'W. along the north line of said Book 645, Page 785 130.4 feet more or less to a point that is 130 feet (when measured perpendicularly) from said railroad right-of-way;

Thence S.7°W. parallel to and 130 feet from said railroad right-of-way 100.0 feet more or less, to a point on the south line of said Fee No. 82-14084;

Thence N.89°33'E. along said south line 131.3 feet more or less, to a point on the said railroad right-of-way at the southeast corner of said Fee No. 82-14084

Thence N.7°E. along said railroad right-of-way 100.0 feet more or less to the place of beginning.

The parcel of land to which this description applies contains 0.30 Acres, more or less.

Tax Lot 22E16A01801

A parcel of land lying in the North ½ of Section 16, Township 2 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to Emile Kalmeta, and recorded as Recorders Fee Number 87-27036, Film Records of Clackamas County, Oregon; the said parcel being that portion included in a strip of land variable in width and lying on the West side of Southern Pacific Railway Company right-of-way more particularly described as follows:

Beginning at a ½" iron rod on the West said railroad right-of-way at the northeast corner of that tract of land recorded as "Order No. 473222, Exhibit A" in said Fee No. 87-27036 that is S.3°30'W. 695.0 feet, thence S.89°20'E. 30.04 feet to an iron rod; thence S.87°17'E. 100.00 feet to an iron rod; thence S.87°17'E. 55.2 feet to an iron rod; thence N.89°33'E. 284.2 feet from the ¼ corner between Sections 9 and 16, T.2S, R.2E W.M.;

Thence S.7°W. along said railroad right-of-way 112.8 feet more or less to the S.E. corner of that tract conveyed to Alfred E. Schmitz by deed recorded at Book 645, Page 785, Deed Records of Clackamas County;

Thence N.89°20'W. tracing the south boundary of the said Schmitz tract 130.8 feet more or less to a point that is 130 feet (when measured perpendicularly) from said railroad right-of-way;

Thence N.7°E. parallel to and 130 feet from said railroad right-of-way 109.9 feet more or less to a point on the north line of said Fee No. 87-27036;

Thence N. 89°33'E. tracing said north line 131.3 feet more or less to the point of beginning.

The parcel of land to which this description applies contains 0.34 Acres, more or less.

Grantor: Clackamas County Development Agency	State of Oregon
Grantee: Clackamas County	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	
	Accepted by Clackamas County by Act of the Road Official Acceptance Date:
Road Name: <u>SE 102nd Ave.</u> DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project: Lawnfield Phase I

QUITCLAIM DEED of FEE LAND
(Corporate or Non-Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT, the Clackamas County Development Agency, (Grantor), for value received, hereby releases and quitclaims to Clackamas County, a political subdivision of the State of Oregon, (Grantee), its heirs, successors and assigns, all fee interest in that certain real property situated in Clackamas County, Oregon, and being more particularly described as follows:

A parcel of land in the Southeast one-quarter of Section 9, Township 2 South, Range 2 East, Willamette Meridian, more particularly described as Lots 12, 13, 14, 15 and 16, Block 2, Hollywood Gardens, in the County of Clackamas and State of Oregon, EXCEPTING therefrom the west 22.0 feet of Lots 12, 13, 14, 15, and 16, inclusive, Block 2 Hollywood Gardens, as determined by a line drawn parallel with the west lines of said Lots. EXCEPTING therefrom that portion of said Lot 12, conveyed to Clackamas County by deed recorded February 17, 1947 in Book 385, Page 95, Clackamas County Deed Records.

The Parcel is hereby conveyed subject to those easements of record including a Permanent Right of Way Easement for Road Purposes recorded on March 24, 2011, as Record No. 2011-018577; and a Permanent Access Easement also recorded on March 24, 2011, as Record No. 2011-018578; both recorded in the Deed Records of Clackamas County, Oregon.

This transfer of land is an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855,

Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____, 2016.

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457**

By: _____
John Ludlow, Chair

Accepted this ____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____, 2016,
by John Ludlow, Chair, Clackamas County Development Agency.

Notary Public for State of Oregon

My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2016,
by John Ludlow, Chair, Clackamas County Board of Commissioners.

Notary Public for State of Oregon

My Commission Expires: _____

S:RW/Lawnfield I/Mahar/RW Quitclaim - County to County Dev. Agency

Grantor: Clackamas County Development Agency	State of Oregon
Grantee: Clackamas County	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date:
Road Name: <u>SE 102nd Ave.</u> DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project: Lawnfield Phase I

QUITCLAIM DEED of FEE LAND
(Corporate or Non-Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT, the Clackamas County Development Agency, (Grantor), for value received, hereby releases and quitclaims to Clackamas County, a political subdivision of the State of Oregon, (Grantee), its heirs, successors and assigns, all fee interest in that certain real property situated in Clackamas County, Oregon, and being more particularly described as follows:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 9, T2S, R2E, WM, known as Lots 17, 18, 19, and 20, Block 2, Hollywood Gardens, and as more particularly described by that certain Warranty Deed recorded on March 6th, 2009, as record number 2009-014296 in the Deed Records of Clackamas County, Oregon (the Parcel).

The Parcel is hereby conveyed subject to those easements of record including a Permanent Right of Way Easement for Road Purposes recorded on March 24, 2011, as Record No. 2011-018584; a Permanent Right of Way Easement for Road Purposes also recorded on March 24, 2011, as Record No. 2011-018585; and a Permanent Access Easement recorded on March 24, 2011 as Record No. 2011-018586, all recorded in the Deed Records of Clackamas County, Oregon.

This transfer of land is an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the

property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____, 2016.

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457**

By: _____
John Ludlow, Chair

Accepted this ____ day of _____, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____, 2016,
by John Ludlow, Chair, Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2016,
by John Ludlow, Chair, Clackamas County Board of Commissioners.

Notary Public for State of Oregon

My Commission Expires: _____

S:RW/Lawnfield I/Mahar/RW Quitclaim - County to County Dev. Agency



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 14, 2016

Development Agency Board
Clackamas County

Members of the Board:

**A Resolution Authorizing the Disposition of Clackamas County Development Agency
Surplus Property at Public Oral Auction**

Purpose/Outcomes	Development Agency surplus properties to be sold at Public Auction, reducing the Agency's property portfolio and adding property to the County tax rolls.
Dollar Amount and Fiscal Impact	All proceeds from property sales in excess of the actual expenses incurred by the County to operate the program will be distributed to the Development Agency.
Funding Source	No General Fund resources are currently allocated to this program.
Duration	The Property Resources Division holds this Auction annually.
Previous Board Action	A Study Session with the Board of County Commissioners was held on April 7, 2015 to discuss these parcels. The Board approved the list of properties for sale at the Public Oral Auction (date, TBD).
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

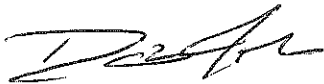
BACKGROUND: The Development Agency owns a number of properties located within its various plan areas, most of which have been acquired for road right-of-way. Most of these properties are redeveloped through Disposition and Development Agreements. A small number of properties are either too small, have limited access, have topographical challenges, or have limited or no redevelopment potential for various reasons.

The Clackamas Town Center Area Development Plan, as Amended June 16, 2005 provides that remnant parcels acquired for public right-of-way that are left over and not needed for each project are to be disposed of as excess property.

The County's Property Resources Division is tasked with managing, administering and dispersing such parcels in a cost effective manner that will provide a County public benefit. The properties will be sold at Public Auction, and the proceeds will be returned to the Development Agency. No General Fund resources are currently allocated to this program

RECOMMENDATION: Staff recommends that the Board of County Commissioners, acting as the governing body of the Clackamas County Development Board, approve the proposed Public Auction sale list of Development Agency property including established minimum bids, and request that the Board of County Commissioners direct the Sheriff and the Department of Business and Community Services to sell the identified surplus property at Public Auction.

Respectfully submitted,



Dan Johnson, Manager
Clackamas County Development Agency

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

A Resolution Authorizing the
Disposition of Clackamas County
Development Agency Surplus Property
at Public Oral Auction



Resolution No.

Page 1 of 2

WHEREAS, the real property parcel listed in the attached Exhibit "A" has been acquired by the Clackamas County Development Agency for road right-of-way;

WHEREAS, the Agency no longer needs the remnant property for road purposes or redevelopment and is therefore presumed surplus;

WHEREAS, the Clackamas Town Center Area Development Plan, as Amended June 16, 2005 provides that remnant parcels acquired for public right-of-way that are left over and not needed for each project are to be disposed of as excess property;

WHEREAS, the Development Agency Board finds that designating that certain remnant property identified in the attached Exhibit "A" in the Clackamas Town Center Area Development Plan boundary as surplus is in the public's interest;

WHEREAS, the Development Agency Board finds that selling the real property parcel as provided for by the applicable portions of ORS Chapter 275.110 is efficient and in the best interest of the citizens of Clackamas County;

NOW, THEREFORE, the Clackamas County Development Agency Board does hereby resolve:

Section 1: The Development Agency no longer needs the remnant property, listed below, for road purposes or redevelopment and is therefore presumed surplus, and selling it is in the best interest of the citizens of Clackamas County.

Section 2: The remnant property, listed below, shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110.

Section 3: A request be made to the Clackamas County Board of Commissioners to utilize the resources of the Sheriff of Clackamas County, Oregon and the Department of Business and Community Services to carry out the disposition of the remnant property, as described herein.

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

A Resolution Authorizing the
Disposition of Clackamas County
Development Agency Surplus Property
at Public Oral Auction



Resolution No.

Page 2 of 2

Section 3: A request be made to the
Clackamas County Board of Commissioners to utilize the resources of the Sheriff of Clackamas
County, Oregon and the Department of Business and Community Services to carry out the
disposition of the remnant property, as described herein.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary

EXHIBIT 'A'

Clackamas County Surplus Real Estate Public Oral Auction
Development Services Building
Auditorium
150 Beaver Creek Rd., Oregon City, OR 97045
Fall 2016

*** Auction will be conducted in English and in U.S. currency only ***

Item #	Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
1	22E02BB00400, 22E02BB00500 and 22E02BB00600 Unimproved Land – off Sunnyside Road and 122 nd Avenue Lot 400 is approximately .24 Acres, lot 500 is approximately .09 Acres, and Lot 600 is approximately .36 Acres	\$140,745	\$35,187	\$7,038



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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 Moore Excavation Inc. for the
Otty Street Realignment Project

Purpose/Outcomes	This contract provides for construction of the Otty Street realignment project.
Dollar Amount and Fiscal Impact	The contract amount is \$2,463,876.50.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds are involved.
Duration	This contract expires March 31, 2017.
Previous Board Action	The Board of County Commissioners previously approved the design contract for this project on October 30, 2014.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	David Queener, Development Agency Supervisor 503.742.4322
Contract No.	N/A

BACKGROUND:

The Development Agency is prepared to begin construction of the Otty Street realignment project which will construct a new roadway that aligns with the intersection of 82nd Avenue and Otty Road. Otty Road east of 82nd Avenue will also be widened to Fuller Road in order to accommodate sidewalks, bike lanes and an additional turn lane.

The Development Agency advertised for construction bids with a submittal deadline of May 18th. Five bids were received and Moore Excavation submitted the low bid of \$2,463,876.50. The next low bid was \$2,519,856.00 and the engineer's estimate was \$2,358,836.50.

The contract documents require substantial completion by December 15, 2016 and a contract expiration of March 31, 2017.

This contract has been reviewed and approved by County counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract with Moore Excavation Inc. for construction of the Otty Street realignment project.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Placed on the June 16, 2016 Agenda by the Purchasing Division



LANE MILLER
MANAGER

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

June 16, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 16, 2016** this contract with Moore Excavation Inc. for the **Otty Street Realignment Project** for Clackamas County Development Agency. This project was requested by David Queener, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-nine bid packets were sent out with five bids received: Moore Excavation - \$2,463,876.50; Kodiak Pacific Construction - \$2,521,251.00; R&R General Contractors - \$2,724,999.00; Elting Northwest - \$2,725,208.00; and Tapani - \$2,759,994.00. After review of all bids, Moore Excavation Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$2,463,876.50. All work is to be substantially completed by December 15, 2016 with a contract completion date of March 31, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 450-7491-00-481200-30002 for fiscal years 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



LANE MILLER
MANAGER

PURCHASING DIVISION

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

CONTRACT WITH MOORE EXCAVATION, INC. FOR THE OTTY STREET REALIGNMENT PROJECT

THIS CONTRACT made and entered into in triplicate by and between Clackamas County Development Agency a political subdivision of the State of Oregon hereinafter called "AGENCY" and **MOORE EXCAVATION, INC.** hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This Contract, or any modification of this Contract, will not be binding on either party except as written and signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance Bond and the Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, this agreement including Sections 1-33, and any and all addenda prepared by or at the direction of and adopted by the AGENCY and entitled **SE OTTY STREET REALIGNMENT PROJECT**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the AGENCY and the decision shall be final and conclusive.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **OTTY STREET REALIGNMENT PROJECT** for the contract price of **\$2,463,876.50** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the AGENCY.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by December 15, 2016 with a contract completion date of March 31, 2017.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the AGENCY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood,

epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said AGENCY, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the AGENCY, then the time of completion shall be extended as outlined in Section 23 herein.

Section 5. Contract Payments: The AGENCY promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent AGENCY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the AGENCY. In the performance of the work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the AGENCY.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the AGENCY at the time such are tendered by the CONTRACTOR and accepted by the AGENCY. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: Prior to completion and final acceptance of work, the CONTRACTOR shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

Section 9. Final Inspection: Except as otherwise provided in the Special Provisions of this Contract, the AGENCY shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the AGENCY by the CONTRACTOR that the work is completed. If the work is not acceptable to the AGENCY, the AGENCY shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the AGENCY can be made.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the AGENCY unless specially authorized by this Contract or by written consent of the AGENCY.

Section 11. Prosecution of the Work: The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, all other bonding and insurance requirements have been met, and a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The AGENCY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the AGENCY may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - a. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - b. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the AGENCY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after

the date when payment was received from the public contracting agency or from the CONTRACTOR, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(4) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: **If** the Contract is for a public work subject to ORS 279C.800 to 279C.870 **or** the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any

one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the AGENCY, the STATE OF OREGON, the OREGON DEPARTMENT OF TRANSPORTATION, and each entity’s officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney’s fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR’S employees or agents.

Section 17. Insurance:

A. COMMERCIAL GENERAL LIABILITY

Required by AGENCY Not required by AGENCY

The CONTRACTOR agrees to furnish the AGENCY evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/ \$5,000,000 general annual aggregate for personal injury and property damage for the protection of the AGENCY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The AGENCY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by AGENCY Not required by AGENCY

The CONTRACTOR agrees to furnish the AGENCY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the AGENCY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The AGENCY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by AGENCY Not required by AGENCY

The CONTRACTOR agrees to furnish the AGENCY 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 AGENCY, its officers, commissioners, agents 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. The AGENCY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by AGENCY Not required by AGENCY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the AGENCY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the AGENCY for review and approval.

E. The certificate of insurance, other than the Worker's Compensation and Pollution Liability Insurance, shall include the AGENCY, the STATE OF OREGON, the OREGON DEPARTMENT OF TRANSPORTATION, and each entity's agents, officers, commissioners, and employees as additional insureds when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance, except that noted in the preceding paragraph, shall include the AGENCY, the STATE OF OREGON, and the OREGON DEPARTMENT OF TRANSPORTATION and each entity's agents, officers, commissioners, and employees as additional insureds. Proof of additional insured status must be provided upon request in the form of an endorsement listing the AGENCY, the STATE OF OREGON, the OREGON DEPARTMENT OF TRANSPORTATION, and each entity's agents, officers, commissioners, and employees as additional insureds. Use Form CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the AGENCY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the AGENCY under this insurance. This policy(s) shall be primary insurance as respects to the AGENCY. Any insurance or self- insurance maintained by the AGENCY shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR’S insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the coverage’s retroactive date is on or before the effective date of this Contract.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the AGENCY.

This policy(s) shall be primary insurance as respects to the AGENCY. Any insurance or self-insurance maintained by the AGENCY shall be excess and shall not contribute to it.

H. The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Contract, unless this requirement is expressly modified or waived by the AGENCY in writing.

Section 18. Bonds: The CONTRACTOR agrees to furnish to the AGENCY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as it may be amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the AGENCY.

The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the AGENCY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this Contract shall be furnished to the AGENCY within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the AGENCY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: An extension of time on this Contract may be made by the AGENCY only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time.

Section 21. Alterations in Details: The AGENCY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract nor release the surety of the CONTRACTOR on the performance bond and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the AGENCY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; provided however, that any loss or cost to third parties is in no way recoverable from the AGENCY through action or otherwise by third parties, and provided further, the CONTRACTOR make written application to the AGENCY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: If the CONTRACTOR violates any of the provisions of this Contract, the AGENCY, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the AGENCY may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the AGENCY by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds.

Section 24. Subletting of Contract: It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the AGENCY, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

Section 25. Assignment of Contract: The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the AGENCY.

Section 26. Notices: Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the AGENCY may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said address. Should the CONTRACTOR be required to notify the AGENCY concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the AGENCY in person or mailed to the AGENCY.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **OTTY STREET REALIGNMENT PROJECT**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the AGENCY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the AGENCY and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The AGENCY shall designate to the CONTRACTOR, the authorized representative/project manager”, or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

Section 28. Inspection: The AGENCY, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the AGENCY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the AGENCY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the AGENCY, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the AGENCY, shall become the property of the AGENCY and may be used or otherwise disposed of by the AGENCY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners Acting as the Governing Body of the Development Agency, its members, officers, agents, employees, or its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the AGENCY.

Section 31. Laws, Regulations and Orders, and Tax Law Covenant:

(1) The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

(2) The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the AGENCY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the AGENCY's setoff right, without penalty; and
- c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The AGENCY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the AGENCY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

(3) The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;

b. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;

c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

(1) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

(2) This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to AGENCY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

(3) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, AGENCY, or federal employee.

Section 33. Constitutional Debt Limitation: 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

The undersigned, by its signature, agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Moore Excavation, Inc.
PO Box 789
Fairview, OR 97024

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS Acting
as the Governing Body of the Development
Agency by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

APPROVED AS TO FORM

CCB License Number

090067-19

*Oregon Business Registry Number

County Counsel

DBC Oregon

Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.