



CLATSOP COUNTY
BOARD OF COMMISSIONERS AGENDA
WORK SESSION & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING
857 COMMERCIAL ST., ASTORIA

Wednesday, November 08, 2023

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

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To access the meeting by phone – Please dial 1-253-215-8782

Webinar ID: 883 5529 8005

Passcode: 051645

[\(ZOOM LINK\)](#)

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or during Business from the Public. There are three ways to do this: On our website at [public comment](#), emailing commissioners@clatsopcounty.gov or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. In-person testimony, please fill out a blue comment card and submit to Clerk of the Board. You also may submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 5:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

Discuss Formal Agenda {5 min}

TOPICS:

- [1.](#) Strategic Planning Work Session #1 {50 min} {Page 4}
-

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PRESENTATION

- [2.](#) State Organization of Boating Access (SOBA) President's Award Presented to Clatsop County Parks Department {Page 37}

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or emailing commissioners@clatsopcounty.gov by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

- [3.](#) Award Contract to replace the HVAC at Sheriff's Office {Page 55}
- [4.](#) Body camera contract for Sheriff's Office Enforcement Division {Page 69}
- [5.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 75}
- [6.](#) Subrecipient Funding Agreement – LiFEBoat Services {Page 78}
- [7.](#) Subrecipient Funding Agreement – Clatsop Community Action {Page 123}
- [8.](#) Purchase of a 2024 Ford Edge for Building Codes {Page 169}
- [9.](#) Purchase of a new John Deere Tractor with Mower/Chopper {Page 178}
- [10.](#) Yamhill Detention Bed Rental, Amendment No. 3 {Page 188}
- [11.](#) Legislative Representation and Lobbying Services Agreement with CFM Advocates {Page 197}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [12.](#) Resolution Proclaiming Clatsop County's Call for Repeal of Measure 110, the Drug Addiction Treatment and Recovery Act (2020) {Page 238}

PUBLIC HEARINGS

- [13.](#) First Reading of Ordinance 23-09: Goal 11 Exception to Expand Arch Cape Sanitary District to Arch Cape Fire Hall {Page 241}
- [14.](#) First Reading of Ordinance 23-10: Goal 11 Exception to Expand Arch Cape Sanitary District to Include 79876 and 79878 Hwy 101 {Page 287}

GOOD OF THE ORDER

ADJOURNMENT

EXECUTIVE SESSION

ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

Agenda packets also available online at www.clatsopcounty.gov

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

November 8, 2023

Topic: Strategic Planning Work Session #1
Presented By: Don Bohn, County Manager and Amanda Rapinchuk,
Management/Policy Analyst

Informational Summary: Clatsop County's annual strategic planning process is the structure through which the Board of County Commissioners:

1. Examine the County's progress implementing current priorities,
2. Consider what needs to be prioritized for the upcoming fiscal year (FY 24-25), and
3. Update the Strategic Plan accordingly.

Strategic Plan Review (Oct. 18)

Initiating our annual planning process, County staff provided an overview of Strategic Plan 2021, our current progress, and the upcoming strategic planning process.

Work Session #1 (Nov. 8)

In early October, a strategic planning survey went out to County management staff and representatives from a wide range of other local stakeholder groups. The purpose of this survey was to gather feedback on 1) external factors that will impact the County's ability to deliver services and 2) Strategic Plan priorities for FY 24-25.

During today's Work Session, the Board will review the results of the survey and discuss external factors and potential priorities for the upcoming fiscal year.

Attachment List

- A. Summary of Results Report
- B. Presentation Slides



SUMMARY OF SURVEY RESULTS



STRATEGIC PLAN 2021

Agenda Item #1. CLATSOP COUNTY

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- Respondents: By the Numbers
- Part 1: External Factors for FY 24-25
- Part 2: FY 24-25 Priorities

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INTRODUCTION

Clatsop County is committed to engaging our residents, local non-profit community leaders, and business community members in our strategic plan process.

In early October, Clatsop County sent a strategic planning survey to nearly 180 local stakeholders to learn:

- External factors respondents believe will impact the County’s ability to deliver services
- Respondents’ recommended strategic plan priorities for FY 24-25 (July 2024 - June 2025)

We appreciate their thoughtful responses.

Total Survey Respondents: 108

- County Staff: 26 (24%)
- Community Members: 82 (76%)



This report was created by County staff to summarize survey responses and provide insight to the Clatsop County Board of Commissioners as they meet for their first Strategic Planning Work Session, scheduled for Wednesday, November 8, 2023.

KEY TAKEAWAYS

FIVE MAIN TAKEAWAYS FROM THE SURVEY

1. There is community agreement on the top four most important external factors for FY 24-25
2. Community members differ on whether some external factors are an opportunity or challenge
3. Current priorities can remain the same
4. Community members recommend shifting levels of importance for some priorities
5. An overwhelming majority of respondents suggested no new priorities

FINDING 1: MOST IMPORTANT EXTERNAL FACTORS

External Factors are outside influences or pressures that may impact our community.

An important part of our annual strategic planning process is looking at these external factors as they may shape the upcoming fiscal year's priorities.

For part 1 of the survey, respondents provided feedback on external factors they think will impact the County during FY 24-25.

Identified as Most Important:

1. **Housing crisis** | 28% of total responses
2. **Behavioral and mental health needs** | 20% of total responses
3. **Opioid crisis** | 12% of total responses
4. **Western Oregon State Forest Habitat Conservation Plan** (economic, social, and local government/district revenues) | 12% of total responses



KEY TAKEAWAYS

FINDING 2: OPPORTUNITY OR CHALLENGE?

When providing feedback on external factors, survey respondents were asked to identify whether they thought it was an opportunity or challenge.

- An opportunity supports the County’s ability to deliver services
- A challenge reflects that there may be barriers to the County’s ability to deliver services

Below are the top eight external factors that respondents identified as the most important for FY 24-25. While a majority of respondents appear to agree on which external factors are an opportunity or challenge for our community, there is some variation.

Ranking	Most Important External Factors	% of total responses	Number of responses	Opportunity votes	Challenge votes
1st	Housing crisis	28%	64	8	56
2nd	Behavioral and mental health needs	20%	45	6	39
3rd	Opioid crisis	12%	28	2	26
4th	<u>Western Oregon State Forest Habitat Conservation Plan</u> (economic, social, and local government/district revenues)	12%	27	2	25
5th	State funding (accessibility and funding formulas)	7%	17	5	12
6th	State Legislature (new or continued priorities)	4%	10	2	8
7th	Climate	3%	7	2	5
8th	Tourism	3%	6	5	1

KEY TAKEAWAYS

FINDING 3: CURRENT PRIORITIES CAN REMAIN THE SAME

For part 2 of the survey, respondents provided feedback on what they think should be a strategic plan priority for the upcoming fiscal year.

They reviewed current (FY 23-24) strategic plan priorities and identified which ones, if any, they thought should continue on as a priority for FY 24-25.

According to survey results, respondents recommend all FY 23-24 priorities continue into FY 24-25.

Top Rating for Each Priority

Ratings selected by the highest percentage of survey respondents

High Priority

- Behavioral Health Crisis Stabilization Plan (69%)
- Increase Workforce Housing Inventory (66%)
- Homelessness Initiatives/Actions (57%)
- Child Care (49%)

Medium Priority

- Sustainable County Operations (59%)
- Economic Development Strategies Plan (55%)
- Community and Stakeholder Engagement (52%)
- Management of Septage (51%)
- Rural Broadband Expansion (46%)
- Transportation Safety Improvements (44%)
- Consolidated Emergency Communications (43%)
- Equitable Access to County Services (39%)
- Evacuation Routes (36%)
- FEMA BiOp (36%)
- Impacts of Sea Level Rise on Public Infrastructure (tie with 36% for both medium and low priority ratings)

Low Priority

- Carrying Capacity Analysis (45%)
- Water Quality & Quantity Monitoring (40%)
- Tide Gates, Levees, and Dikes (36%)

Not a Priority

None of the priorities had “Not a Priority” as their top rating

KEY TAKEAWAYS

FINDING 4: SHIFTING LEVELS OF IMPORTANCE

Each of the following priorities are categorized by the rating selected by the highest percentage of survey respondents.

This is an area that saw change. More than half of the priority ratings respondents identified for FY 24-25 differ from our existing (FY 23-24) ratings.

- ↑ Higher priority rating than FY 23-24 rating.
- ↓ Lower priority rating than FY 23-24 rating.

High Priority (4)

- ↑ Behavioral Health Crisis Stabilization Plan (previously a low priority)
 - Child Care (remained a high priority)
- ↑ Homelessness Initiatives/Actions (previously a medium priority)
- ↑ Increase Workforce Housing Inventory (previously a medium priority)

Medium Priority (10)

- Community and Stakeholder Engagement (remained a medium priority)
- ↓ Consolidated Emergency Communications (previously a high priority)
- ↓ Economic Development Strategies Plan (previously a high priority)
 - Equitable Access to County Services (remained a medium priority)
- ↑ Evacuation Routes (previously a low priority)
- ↓ FEMA BiOp (previously a high priority)
- ↑ Management of Septage (previously a low priority)
 - Rural Broadband Expansion (remained a medium priority)
- ↓ Sustainable County Operations (previously a high priority)
- ↓ Transportation Safety Improvements (previously a high priority)

Low Priority (4)

- Carrying Capacity Analysis (remained a low priority)
- Impacts of Sea Level Rise on Public Infrastructure (remained a low priority)
- ↓ Tide Gates, Levees, and Dikes (previously a medium priority)
 - Water Quality & Quantity Monitoring (remained a low priority)

KEY TAKEAWAYS

FINDING 5: NO NEW PRIORITIES

Six respondents (7.5% of all survey respondents) provided suggestions for new priorities.

High Priority

- Address specifically youth mental health
- Continuation of low income housing
- Evaluation of programs at halfway points
- Forming and strengthening countywide and regional alliances to address common opportunities and challenges
- Jail
- Library services to unincorporated Clatsop Co residents
- Opioid Crisis
- Public safety
- Sheriff's office

Medium Priority

- Focusing on core areas of government and reprioritizing discretionary services
- Legislative engagement

Low Priority

No responses provided

Appendix



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Survey Respondents: By the Numbers

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Part 1: External Factors for FY 24-25

- Potential External Factors
- Additional External Factors
- Most Important External Factors

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Part 2: FY 24-25 Priorities

- FY 23-24 Priorities to Continue into FY 24-25
- Additional (New) Priorities

SURVEY RESPONDENTS: BY THE NUMBERS

Total Survey Respondents: 108

County Staff: 26 (24%)

Community Members: 82 (76%)



Serving on Clatsop County Committee/Council

- 4-H & Extension Service Advisory Council: 5
- Ambulance Service Area Advisory Council: 4
- Budget Committee: 3
- Fair Board: 2
- Human Services Advisory Council: 6
- Planning Commission: 7
- Public Safety Coordinating Council: 6
- Recreational Lands Planning Advisory Committee: 4
- Other:
 - Clatsop Child Care Advisory
 - CCO
 - Columbia Pacific CCO
 - Fire
 - Northwest Oregon Housing Authority

Nonprofit/Public Service Providers & Business Community

- Agriculture: 2
- Behavioral/Mental Health: 6
- Business owner: 10
- Chamber of Commerce: 5
- Child care: 2
- Culturally specific: 2
- Economic development: 9
- Education: 11
- Emergency management: 4
- Environmental/restoration: 3
- Faith-based: 3
- Fire: 5
- Healthcare: 6
- Housing: 6
- Law enforcement: 3
- Military: 2
- Social services: 10
- Transportation: 2
- Tribal affairs: 0
- Veteran affairs: 2
- Water and/or sewer: 4
- Other:
 - Arts Council
 - Astoria Armory Community Event Center
 - Chief - Gearhart PD
 - Emergency Shelter and Navigation Center
 - Food Security
 - Medicaid Office
 - Public library
 - Retired OREGON DEPARTMENT of FORESTRY - forester

PART 1: EXTERNAL FACTORS FOR FY 24-25

Potential External Factors



Survey Question:

Below is a list of potential external factors. Please select any external factors you think will impact the County during FY 24-25. Let us know whether they are a challenge or opportunity.

Identified as an Opportunity			
Ranking	External Factor	# of votes	% of respondents identifying that external factor as an opportunity
1st	Tourism	61	72%
2nd	State Legislature (new or continued priorities)	35	41%
3rd	State funding (accessibility and funding formulas)	34	40%
4th	<u>Western Oregon State Forest Habitat Conservation Plan</u> (economic, social, and local government/district revenues)	29	34%
5th	Behavioral and Mental Health Needs	13	15%
6th	COVID 19 (County Dept. of Public Health operations and priorities)	12	14%
6th	Climate	12	14%
7th	Housing crisis	10	12%
8th	Opioid crisis	6	7%

PART 1: EXTERNAL FACTORS FOR FY 24-25

Identified as a Challenge			
Ranking	Potential External Factor	# of votes	% of respondents identifying that external factor as a challenge
1st	Housing crisis	75	88%
1st	Opioid crisis	75	88%
2nd	Behavioral and Mental Health Needs	71	84%
3rd	<u>Western Oregon State Forest Habitat Conservation Plan</u> (economic, social, and local government/district revenues)	46	54%
4th	State funding (accessibility and funding formulas)	44	52%
5th	Climate	40	47%
6th	State Legislature (new or continued priorities)	39	46%
7th	COVID 19 (County Dept. of Public Health Operations and Priorities)	20	24%
8th	Tourism	13	15%

PART 1: EXTERNAL FACTORS FOR FY 24-25

Identified as Not a Factor			
Ranking	Potential External Factor	# of votes	% of respondents identifying that external factor as a challenge
1st	Housing crisis	75	88%
1st	Opioid crisis	75	88%
2nd	Behavioral and Mental Health Needs	71	84%
3rd	<u>Western Oregon State Forest Habitat Conservation Plan</u> (economic, social, and local government/district revenues)	46	54%
4th	State funding (accessibility and funding formulas)	44	52%
5th	Climate	40	47%
6th	State Legislature (new or continued priorities)	39	46%
7th	COVID 19 (County Dept. of Public Health Operations and Priorities)	20	24%
8th	Tourism	13	15%

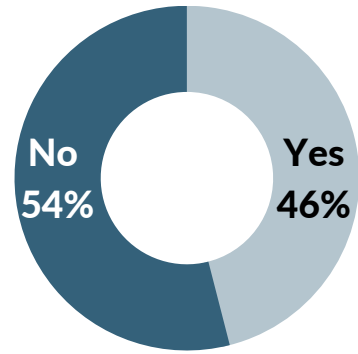
PART 1: EXTERNAL FACTORS FOR FY 24-25

Additional External Factors



Survey Question:

Are there any additional external factors for FY 24-25 that should be considered?



Opportunities

Related to the economy / taxes / local revenue:

- Business growth and attraction
- Continued/ongoing supply chain issues.
- Economic Growth
- Hiring and retention in the area.
- Inflation and rising costs.
- Kicker (tax surplus) credit on 2023 returns
- Local businesses
- Tax reform - reducing/removing tax break system to attract businesses

- Maintaining Clatsop Community College
- Post high school education and trade schools

• Related to housing:

- Funding available for housing development
- Workforce housing needs

• Related to infrastructure:

- Aged levees
- Airport Master Plan implementation
- County waste water treatment center
- Diking and water management
- Port of Astoria Waterfront Redevelopment
- Port Master Plan implementation
- Public Transportation (from 2 different survey respondents)

• Related to public safety:

- Crime
- Public safety

• Related to social services:

- Child Care (from 3 different survey respondents)
- Resource placements for youth with DHS involvement

• Other:

- Access to specialty medical care and home health
- County alignment along with destination management options for our county
- Downtown Events
- Downtown Festive Decor
- Form of government
- Sea Level Rise

PART 1: EXTERNAL FACTORS FOR FY 24-25

Challenges

- **Related to the economy / taxes / local revenue**
 - Bringing in high-paying jobs
 - Employment
 - Inflation
 - Increasing costs of inflation and higher interest rates will limit the county's aspirations
 - Labor supply
 - National and state economic conditions
- **Related to housing:**
 - Local home ownership lost to corporations
 - Second homeowners buying up property and diminishing housing options for locals and workforce.
 - Tyler v. Hennepin County
 - Workforce housing (from 2 different survey respondents)
- **Related to infrastructure:**
 - FEMA's Biological Opinion (from 4 different survey respondents)
 - Growth is outpacing infrastructure.
 - Infrastructure maintenance/development, i.e., sewer, power, roads, bridges, water, etc.
 - Traffic (from 4 different survey respondents)
 - Transportation (from 3 different survey respondents)
 - Waste Water treatment especially for seafood processors
- **Related to public safety / judicial:**
 - Lack of defense attorneys and repercussions throughout the field
 - Major industry is in alcohol production which fuels use in Clatsop County
- **Related to social services:**
 - Childcare providers
 - Lack of services for non-English speaking population
- **Other:**
 - Careful budgeting and resistance to mission creep
 - Cascadia Subduction Zone
 - DEQ regulation (particularly on seafood processors and fisherman)
 - Local sentiment, available land
 - Maintaining Clatsop Community College
 - Not spending a lot of electeds' time challenging state and federal environmental rules.
 - Political unrest and discord
 - Sea Level Rise

**Answers that repeat external factors listed in the previous question (page 10) were removed.*

***Identical or comparable answers were consolidated and noted as responses from multiple respondents.*

PART 1: EXTERNAL FACTORS FOR FY 24-25



Survey Question:

Of the external factors listed in the previous two questions, what factors do you think are the three most important. Please select whether they are a challenge or opportunity.

Most Important External Factors

Ranking	External Factors	% of total responses	Number of responses	Opportunity votes	Challenge votes
1st	Housing crisis	28%	64	8	56
2nd	Behavioral and mental health needs	20%	45	6	39
3rd	Opioid crisis	12%	28	2	26
4th	<u>Western Oregon State Forest Habitat Conservation Plan (economic, social, and local government/district revenues)</u>	12%	27	2	25
5th	State funding (accessibility and funding formulas)	7%	17	5	12
6th	State Legislature (new or continued priorities)	4%	10	2	8
7th	Climate	3%	7	2	5
8th	Tourism	3%	6	5	1
9th	Hiring and retention	1%	2	1	1
9th	FEMA BiOp	1%	2	0	2
9th	Child care	1%	2	1	1
9th	Inflation	1%	2	0	2
9th	Traffic	1%	2	0	2
10th	Bringing in high paying jobs	0.4%	1	0	1
10th	Supply chain instability and increasing costs	0.4%	1	0	1
10th	Economy	0.4%	1	0	1
10th	Economic growth	0.4%	1	1	0
10th	Business growth/attraction	0.4%	1	1	0
10th	Exploring new/different revenue streams	0.4%	1	0	1
10th	Government not aligning with local needs (State, Fed, and some local)	0.4%	1	0	1
10th	Political unrest and discord	0.4%	1	0	1
10th	Portland's continued downward spiral may diminish our regions reputation	0.4%	1	0	1
10th	Port of Astoria	0.4%	1	1	0
10th	Downtown events	0.4%	1	1	0
10th	Natural disaster	0.4%	1	0	1
10th	Wastewater treatment	0.4%	1	1	0
10th	Infrastructure maintenance/development	0.4%	1	0	1
10th	HWY 30 and 26 improvements	0.4%	1	0	1

PART 2: FY 24-25 PRIORITIES



Survey Question:

Please identify items you want to continue as a strategic plan priority in the next fiscal year by rating their level of importance for FY 24-25. Note that “outcome” and “current progress” details are included below. This information relates to actions assigned for FY 23-24.

FY 23-24 Priorities to Continue into FY 24-25

Priority	% of votes for high priority	% of votes for medium priority	% of votes for low priority	% of votes for not a priority	Top rating
Behavioral Health Crisis Stabilization Plan	69%	29%	1%	1%	high priority
Increase Workforce Housing Inventory	66%	31%	3%	0%	high priority
Homelessness Initiatives/ Actions	57%	33%	8%	3%	high priority
Child Care	49%	30%	10%	10%	high priority
Sustainable County Operations	26%	59%	15%	0%	medium priority
Economic Development Strategies Plan	27%	55%	18%	0%	medium priority
Community and Stakeholder Engagement	15%	52%	28%	5%	medium priority
Management of Septage	14%	51%	34%	1%	medium priority
Rural Broadband Expansion	27%	46%	23%	5%	medium priority
Transportation Safety Improvements	28%	44%	26%	3%	medium priority
Consolidated Emergency Communications	26%	43%	14%	16%	medium priority
Equitable Access to County Services	27%	39%	27%	8%	medium priority
Evacuation Routes	25%	39%	32%	4%	medium priority
FEMA BiOp	23%	36%	33%	6%	medium priority
Impacts of Sea Level Rise on Public Infrastructure	17%	36%	36%	12%	medium/low priority
Carrying Capacity Analysis	2%	31%	45%	22%	low priority
Water Quality & Quantity Monitoring	18%	37%	40%	5%	low priority
Tide Gates, Levees, and Dikes	26%	35%	36%	3%	low priority

PART 2: FY 24-25 PRIORITIES CONT.

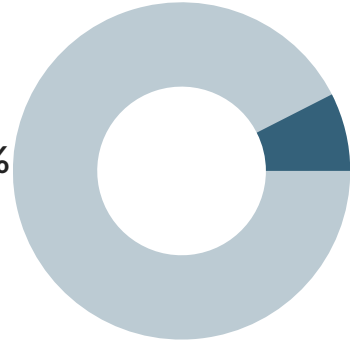
Additional (New) Priorities



Survey Question:

Are there any new priorities you would like to add to this list?

No
92.5%



Yes
7.5%



Survey Question:

Please list any new priorities you want to see for FY 24-25 and rate their level of importance. You may list up to three new priorities for each level of importance.

High Priority

- Address specifically youth mental health
- Continuation of low income housing
- Evaluation of programs at halfway points
- Forming and strengthening countywide and regional alliances to address common opportunities and challenges
- Jail
- Library services to unincorporated Clatsop Co residents
- Opioid Crisis
- Public safety
- Sheriff's office

Medium Priority

- Focusing on core areas of government and reprioritizing discretionary services
- Legislative engagement

Low Priority

No responses provided

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CLATSOP COUNTY STRATEGIC PLANNING WORK SESSION #1



STRATEGIC PLAN 2021

CLATSOP COUNTY

Don Bohn, County Manager
Amanda Rapinchuk, Management/Policy Analyst

Date:
November 8, 2023



AGENDA

5:00 p.m. Overview

- Review current progress
- Plan for today

(Amanda Rapinchuk)

5:10 p.m. External Factors

- Review survey results
- Board feedback

(Don Bohn as facilitator & Board)

5:30 p.m. FY 24-25 Priorities

- Board discussion of survey results

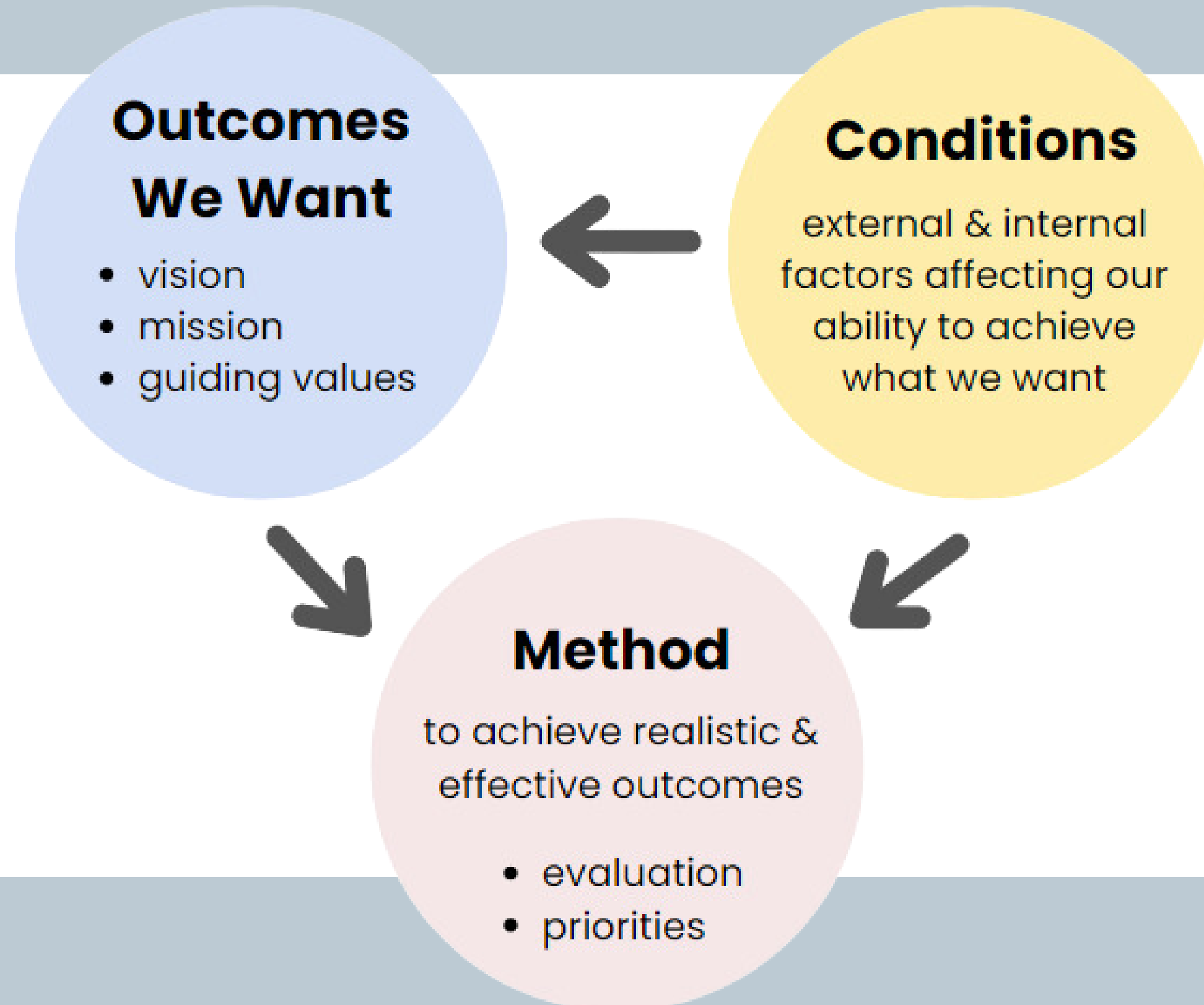
(Don Bohn as facilitator & Board)

5:55 p.m. Next Steps

- Work Session #2 - Solidify priorities & level of importance

(Amanda Rapinchuk)

STRATEGIC PLANNING





STRATEGIC PLAN 2021

FOUNDATIONAL COMPONENTS

Vision
Mission
Guiding Values

Focus Areas

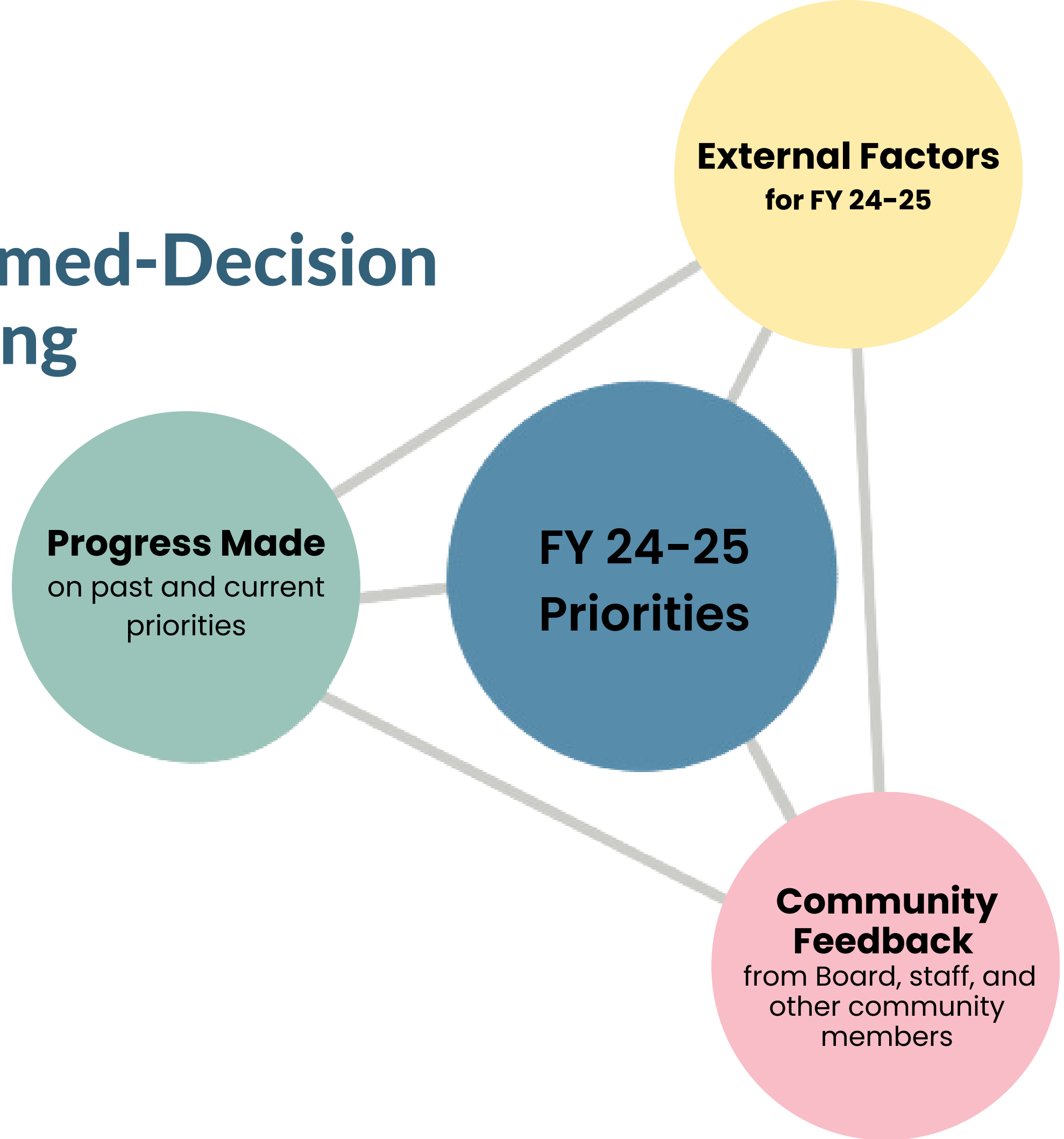
Annual Strategic Planning Process
(for FY 24-25 priorities)





SOURCES OF DATA

Informed-Decision Making





PRIORITIES (FRAMEWORK)

Tier 1 = high priority

Tier 2 = medium priority

Tier 3 = low priority

Objective (topic, issue, or solution)

- What the Board wants to address (priority)

Action (outcome defined, plan)

- How the Board wants to address an objective

Result (measurable outcome)

- The end result of the action

Project (implementation)

- How the County will successfully complete/execute an action

Focus Area	Objective	Action	Result (Outcome)	Project Name and Narrative
GOVERNANCE	Sustainable County Operations	Create a plan for sustainable County operations that addresses:	Framework for sustainable County operations	Sustainable Operations Framework: Develop and adopt a framework for sustainable County operations.
		1) How and what the County procures,		Public Contracting: Review public contracting rules and adopt needed amendments/changes.
		2) Feasible energy efficiency goals for County facilities and equipment, and 3) Fiscal sustainability.		Long-Term Financial Strategy: Examine the impacts of the State's Habitat Conservation Plan (HCP) and the FEMA Biological Opinion (BiOp) and develop a plan to 1) mitigate immediate impacts and 2) establish long-term financial strategy for sustainable County operations.

EXTERNAL FACTORS: KEY TAKEAWAYS

1. There is community agreement on the top four external factors for FY 24-25
2. Community members differ on whether some external factors are an opportunity or challenge



EXTERNAL FACTORS: SURVEY RESULTS



Ranking	Most Important External Factors	% of total responses	Number of responses	Opportunity votes	Challenge votes
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2nd	Behavioral and mental health needs	20%	45	6	39
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4th	<u>Western Oregon State Forest Habitat Conservation Plan</u> (economic, social, and local government /district revenues)	12%	27	2	25
5th	State funding (accessibility and funding formulas)	7%	17	5	12
6th	State Legislature (new or continued priorities)	4%	10	2	8
7th	Climate	3%	7	2	5
8th	Tourism	3%	6	5	

FY 24-25 PRIORITIES: KEY TAKEAWAYS

3. Current priorities can remain the same
4. Community members recommend shifting levels of importance for some priorities
5. An overwhelming majority of respondents suggested no new priorities

KEY TAKEAWAYS

FINDING 4: SHIFTING LEVELS OF IMPORTANCE

Each of the following priorities are categorized by the rating selected by the highest percentage of survey respondents.

This is an area that saw change. More than half of the priority ratings respondents identified for FY 24-25 differ from our existing (FY 23-24) ratings.

- ↑ Higher priority rating than FY 23-24 rating.
- ↓ Lower priority rating than FY 23-24 rating.

High Priority (4)

- ↑ Behavioral Health Crisis Stabilization Plan (previously a low priority)
- Child Care (remained a high priority)
- ↑ Homelessness Initiatives/Actions (previously a medium priority)
- ↑ Increase Workforce Housing Inventory (previously a medium priority)

Medium Priority (10)

- Community and Stakeholder Engagement (remained a medium priority)
- ↓ Consolidated Emergency Communications (previously a high priority)
- ↓ Economic Development Strategies Plan (previously a high priority)
- Equitable Access to County Services (remained a medium priority)
- ↑ Evacuation Routes (previously a low priority)
- ↓ FEMA BiOp (previously a high priority)
- ↑ Management of Septage (previously a low priority)
- Rural Broadband Expansion (remained a medium priority)
- ↓ Sustainable County Operations (previously a high priority)
- ↓ Transportation Safety Improvements (previously a high priority)

Low Priority (4)

- Carrying Capacity Analysis (remained a low priority)
- Impacts of Sea Level Rise on Public Infrastructure (remained a low priority)
- ↓ Tide Gates, Levees, and Dikes (previously a medium priority)
- Water Quality & Quantity Monitoring (remained a low priority)



ANNUAL STRATEGIC PLANNING PROCESS

OCTOBER 2023 - JULY 2024

October

- ✓ Strategic Planning Survey (Oct 4)
- ✓ Strategic Plan Review (Oct 18)

November

- ✓ Work Session #1 - preliminary list of priorities (Nov 8)

December



Work Session #2 - affirm FY 24-25 priorities and level of importance (Dec 13)

- Board Survey - suggest actions for FY 24-25 priorities (Dec 15)

January

- Work Session #3 - affirm actions for FY 24-25 priorities (Jan 24)

February

- Adopt FY 24-25 Priorities - Annual Update to Strategic Plan 2021 (Feb 28)
- Secure FY 24-25 Priorities to Fiscal Year Budget (Feb-May)

June

- Adopt County's FY 24-25 Budget (TBD)

July

- Implement Adopted FY 24-25 Budget & Strategic Plan Priorities



QUESTIONS?

CLATSOP COUNTY STRATEGIC PLANNING WORK SESSION #1



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: State Organization of Boating Access (SOBA) President's Award
Presented to Clatsop County Parks Department

Category: Presentation

Presented By: Larry Warren, Marine Director
Janine Belleque, Boating Facility Manager
Jeff Smith, Facilities Engineer

Informational Summary: The State Organization of Boating Access (SOBA) is nationally recognizing the Westport Project with the "President's Award". The President's award is given to an agency, group, local government, or corporation for recreational boating facility projects or activities that are judged to be innovative, useful, of high quality, unique, and economical.

WESTPORT COUNTY PARK BOATING FACILITY



Project Background

- Located on old lumber mill site
- 18 years in planning, permitting and construction
- Approval required from multiple regulatory agencies
- \$3.2 million for construction from several funding sources

Key Project Features

- 65,000 s.f paved parking
46 trailer spaces 33 car spaces
- 2-lane concrete launch ramp (46.5' x 115')
precast planks and cast-in-place
- 720 s.f. aluminum courtesy docks
- 3000 s.f. aluminum short-term tie-up docks
- 560 s.f aluminum kayak dock
- 120 ft. aluminum gangway
- 4-stall flush restroom
- 8,100 s.f. stormwater structures
- 1500 s.f. park host RV pad w/ full hookups

Site History



Westport Lumber Co. – early 1900's



Before



After

Site Development Challenges

- Wetlands avoidance
- Contaminated soils
- Buried mill debris
- Extensive buried utilities
- Mitigation requirements
- Floodplain construction
- Stormwater treatment
- Multi-use accommodation



Aluminum Gangway



Aluminum Kayak Dock



Precast Concrete Planks



Short-term Tie-up Docks



Aluminum Boarding Docks



Site clearing



Mill debris unearthed during excavation



Rail and precast plank installation



Cast-in-place concrete pour

Construction 2021







Before



After



Before



After



Before



After



Before



After



Before



After



Kayak Dock



Flush Restroom & Kiosk

Westport County Park Boating Facility



Thank You SOBA

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

October 25, 2023

Agenda Title: Award Contract to replace the HVAC at Sheriff's Office
Category: Consent Calendar
Presented By: Matthew Gerber, Facilities Manager

Issue Before the Commission: Contract for the replacement of the Sheriff's Office HVAC, in the amount of \$120,549 with P&L Johnson Mechanical.

Informational Summary: Building and Grounds issued an RFQ (Request for Quotes) for the Sheriff's Office HVAC on October 2, 2023.

The Sheriff's Office HVAC has been determined to have reached the end of its service life. There is a cracked heat exchanger which has rendered heating in Parole and Probation areas inoperable. All units have been determined to need replacement.

The bidding was completed following the Local Contract Review Board rules and the Oregon Attorney Generals Public Contract rules. Projects with cost over \$150,000 require staff to perform a formal advertisement and bid solicitation. The project was listed on the County Website. A mandatory pre-bid meeting was held on October 9th, 2023., where (5) HVAC contractors attended. The bids were due October 23, 2023.

The County received bids from two contractors.

- P&L Johnson Mechanical \$120,549
- Apex Mechanical \$268,900

Fiscal Impact: This project funding was approved in the current budget, under Special Projects. Approved amount is \$162,400.

Requested Action:

Award the Clatsop County Sheriff's Office HVAC contract to P&L Johnson Mechanical. Authorize the County Manager to sign the Contract in the amount of \$120,549 and authorize the County Manger to sign amendments.

Attachment List

- A. Contract
- B. RFQ Bidding Document
- C. P&L Johnson Mechanical Proposal
- D. Certificate of Liability Insurance

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Construction Contract

Contract No. C8555

This Contract is by and between **Clatsop County (County)** and **P & L Johnson Mechanical Inc.** **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed **\$120,549.00** to be paid to **Contractor** by **County**, **Contractor** agrees to perform by **February 28, 2024**, inclusive, the following specific services:

- A. **The Work:** Per RFP for demolition and removal of 9 existing gas furnace and A/C systems, replacing with 8 new Carrier gas furnaces at the Sheriff's Office-Parole & Probation, 1190 SE 19th St., Warrenton, OR.
- B. **Payment Terms:** Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. **Miscellaneous:** Proposal and Certificate of Liability Insurance.
 - 1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
 - 2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
 - 3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
 - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make 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 County, the Contractor or first- tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
 - c. Pay any required contributions due the Industrial Accident Fund incurred in the

performance of the contract.

- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.
- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid

to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.

c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

(Contractor's Initials) RF (Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement.

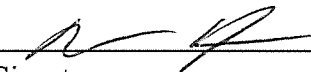
This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

 10-25-23

Signature Date

Commercial Sales Manager

Title

Contractor Address:

P & L Johnson Mechanical

PO Box 595

429 Gateway

Astoria, OR97103



BUILDING & GROUNDS

Request for Quotes (RFQ)

Project Location: Clatsop County Sheriff's Office
1190 SE 19th Street Warrenton, Oregon 97146

Return Quotes no later than 2:00 p.m. on October 23, 2023.

Clatsop County is seeking competitive quotes for the following project:

HVAC replacement – Clatsop County Sheriff

Scope of Work: Remove and replace existing HVAC units. Preferred to be new Carrier units.

Schedule:

- | | |
|--------------------|---|
| • October 2, 2023 | Issue RFQ |
| • October 9, 2023 | Pre-Bid meeting – Mandatory 12 P.M. |
| • October 23 2023 | Bids Due |
| • November 8, 2023 | County Board approve contract if needed |
| • November 9, 2023 | Contract completed. Notice to Proceed |

Requirements:

- Remove (including disposal) 9 HVAC units and replace with 8 new units. The 9th unit is a decommissioned unit that does not need replaced.
- Currently there are four 4-ton units, three 3-ton units, and one 5-ton unit in use.
- This bid requires a load calculation to be completed prior to installation.
- Provide applicable information on HVAC units that you recommend.
- Provide warranty information.
- Provide installation schedule.
- Pass a background check for all employees that will be working on the project.

Contractors / Bidders:

Mandatory pre-bid meeting: October 9, 2023 at 12:00 p.m. at projects location.

The building is available for inspection prior to the pre-bid meeting, please contact Chris Martin at 503 741-0491 to make an appointment.

Contractor Shall:

Submit manufactures information on all products that will be used on site.

Provide contractors own means and methods for performing work. Submit work and safety plan to County for review.

Comply with all State Building Codes and the requirements of local Code Officials. Comply with all OSHA safety requirements.

Obtain and pay for permits as required.

Assume reasonability for any damage caused by work on this project and promptly repair any damage.

Guarantee all work for (1) year from date of completion, unless manufacturer provides a longer warranty.

Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

Attached:

- Bid form
- Sample contract
- Site Map

Clatsop County Contact Information:

Chris Martin, Maintenance Supervisor
800 Exchange, Suite 222
Astoria, OR 97103
Direct: 503-741-0491
Fax: 503-325-8606
Email: cmartin@clatsopcounty.gov

EXHIBIT 1

Bid Proposal Form

**Clatsop County Sherriff
HVAC Replacement Bid**
1190 SE 19th Street
Warrenton, OR

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Supplemental Specifications, Special Provisions, Plans, Drawings, Form of Contract, General Information and General Requirements and other required provisions relating to the "Construction Project", on file in the office of the Central Services Department of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting; **(Prevailing Wage applies if cost of the Work exceeds \$50,000)**

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment to complete the project as described herein and to perform the work in full accordance with said Specifications and drawings, and to meet the performance and prescriptive requirements describe herein and made necessary by system requirements and governing regulations.

Bid Proposal Form

BASE BID: Clatsop County: 1190 SE 19th Street, Warrenton OR 97146

	Base Bid
General Cost (O&P, Delivery, Bonds, Permits, Supervision, Etc.)	\$ 5,220
Remove and dispose of existing units	\$ 2,400
Installation of new units including all labor and materials	\$ 112,929
Any additional material and labor costs not specified in this RFQ but which are essential to successful project completion	\$ —
Total	\$ 120,549

BOND - PERMIT

One Hundred Twenty Thousand Five Hundred Forty Nine & 00/100
 Written amount (total)

DOLLARS (\$ 120,549)

Date (10/23/2023)

INCLUDES ELECTRICAL

Hourly Rate for Extra work

Staff	Hourly Rate
Employee	119 ⁰⁰
Supervisor	125 ⁰⁰

The bidder acknowledges that the Work must be completed prior to December 31, 2023

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be property of the County.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name Rob Fresh Address 429 GATEWAY AVE

Email ROBERT@PLJMECH.COM ASTORIA OR 97103

Company Name: PELL-Johnson MECHANICAL

Company Phone Number: 503-325-2180

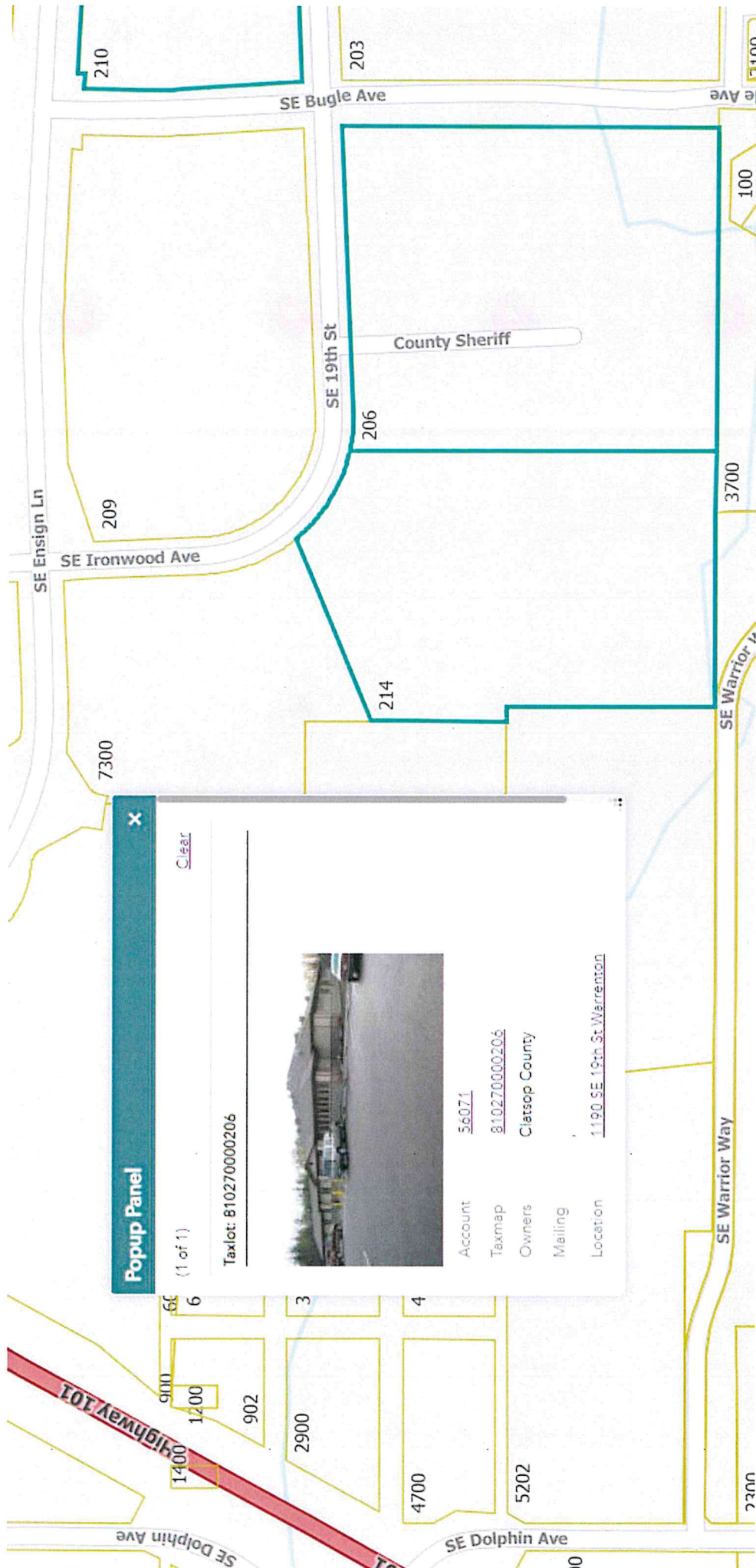
The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety RLI INSURANCE CO.

Name of Agent JMA, INC

Address 95 S STATE, SUITE 1300, SALT LAKE CITY UT 84111

Email Bid form to cmartin@clatsopcounty.gov & lferguson@clatsopcounty.gov





429 GATEWAY
PO BOX 595
ASTORIA, OR 97103
Phone: 503-325-2180
Fax: 503-325-6991
OCB 073615 / WA-PLJOHMI09603

Quote Number: 45535
Quote Date: 10/24/2023

PROPOSAL

To: CLATSOP COUNTY BUILDING/GROUND
800 EXCHANGE ST #222
ASTORIA, OR 97103

Phone: (503) 325-8656
(503) 861-2875

Job Address: 1190 SE 19TH STREET WARRENTON By: ROBERT FRESH

This proposal includes the following:

Scope of work: Installation of new Carrier gas furnace, as follows:

Demolition and removal of 9 existing gas furnace and A/C systems.

- Installation of Carrier Performance Equipment.
- 8- (M#24SPA6), 96% 2-Spd 80k Furnace with PWM Motor.
- 8- (M#CNPHP), CASED HOR N-ALUM A/C Coil.
- 8- (M#59TP6B) 16 SEER, 1-STAGE A/C.
- 1 year labor from date of completion.
- Reconnect to existing flue pipe
- Reconnect to existing gas line
- Reconnect to existing electrical circuit
- Condensate pump
- Freight
- Permits
- Or Cat tax
- Labor

Exclusions: New electrical, plumbing, roofing, zoning changes, duct work changes

Quote valid until 30 days from issue.

Payment to be made as follows: Terms: 1/3 down payment, remaining balance due upon completion. Balances after 30 days will be charged 1.5% interest per month on any and all unpaid balances.

Exclusions: Electrical, sales tax, plumbing, asbestos removal, or structural modifications.

Acceptance of Proposal: By signing this proposal I agree to the "Terms and Conditions," Exhibit A, and acknowledge receipt and understanding of the required notices and forms listed below. I authorize P & L Johnson Mechanical Inc. to complete the work as specified.

State of Oregon notices - CCB Addendum OAR 812-012-0110, Notice of Procedure ORS 701.330, Information to Owner about Construction Liens ORS 87.093, and Consumer Protection Notice ORS 701.330(1).

State of Washington notices- "State of Washington Department of Labor and Industries Notice to Customers."

Base Price: \$120,549.00
Estimated Sales Tax: \$0.00

Grand Total: \$120,549.00

Acceptance

Property Owners or Authorized Agent

Date

by: 

P & L - Johnson Mechanical

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Body camera contract for Sheriff's Office Enforcement Division
Category: Consent Calendar
Presented By: Sheriff Matt Phillips

Issue Before the Commission: Contract with IdeniSys Inc. to purchase body cameras for the Sheriff's Office Enforcement Division.

Informational Summary: In 2022-2023 fiscal year conducted intermediate procurement process for body worn camera systems for the Enforcement Division. At the conclusion of the process IdeniSys Inc was determined to be the most responsive quote for our needs. Contract will be for 28 body worn cameras, 3-year license and accidental damage coverage for each, 10 spare batteries, one 8 bay dock, one 8 bay battery charger and on site set up and training of personnel.

Fiscal Impact: Contract expenditure of \$53,500 is budgeted for the 2023-2024 fiscal year.

Requested Action:

Approve and authorize the County Manager to sign the IdeniSys Inc. Agreement #C8560 in the amount of \$53,500 and authorize the County Manager to sign amendments.

Attachment List

- A. Contract Review Worksheet
- B. Agreement
- C. Quote and statement of work



IdentiSys, Inc.
 7630 Commerce Way
 Eden Prairie, MN 55344
 888-437-9783

QUOTATION # 2023-10042

ISSUANCE DATE: 10/25/2023

EXPIRATION DATE: 11/24/2023

PREPARED FOR

Matt Armstrong
 Clatsop County
 800 Exchange Street, Suite 300
 Astoria, Oregon, 97103
 503-716-0815
 marmstrong@clatsopcounty.gov

PREPARED BY

Ian Needham
 IdentiSys, Inc.
 7630 Commerce Way
 Eden Prairie, MN 55344
 503-716-0815
 ian_needham@identisys.com

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
28	WV-BWC4000	I-PRO BWC4000 Body Worn Camera Only with Initial Configuration (Includes Klick Fast Mounting Stud)	\$ 913.2500	\$ 25,571.00
28	IPS-BWC-UDE-OP3	I-PRO BWC4000 On-Premise Device License for 3 Years, Including Unified Digital Evidence with Device Management, Live Streaming and Redaction. Service Entitlements: BWC Configuration, 24x7 Help Desk, Software Maintenance and Support	\$ 415.6400	\$ 11,637.92
28	IPS-BWC4-WTY-3Y	I-PRO BWC4000 3-Year Accidental Damage Coverage with Advanced Replacement for Camera Body Only	\$ 142.7800	\$ 3,997.84
10	WV-BWC40B1	I-PRO BWC4000 Replaceable Battery	\$ 210.0000	\$ 2,100.00
1	WV-BWC40D8	I-PRO BWC4000 8 Bay BWC Dock	\$ 1,630.1900	\$ 1,630.19
1	WV-BWC40C8	I-PRO BWC4000 8 Bay Battery Dock	\$ 660.0000	\$ 660.00
2	IPS-BWC-AC100W	I-PRO BWC4000 8 Bay Dock AC Adapter (100W)	\$ 135.0000	\$ 270.00
28	IPS-BWC-KFMAGMNT	I-PRO BWC4000 Magnetic Mount Attachment	\$ 63.0000	\$ 1,764.00
28	IPS-BWC-MNT-BELTC	I-PRO BWC4000 Leather Covered Belt Clip Attachment	\$ 22.5000	\$ 630.00
28	IPS-BWC-MNT-MOLLE	I-PRO BWC4000 Molle Vest Loop Attachment	\$ 21.5000	\$ 602.00
28	IPS-BWC-MNT-VEST	I-PRO BWC4000 Vest Mount with Wide Loop Attachment	\$ 20.0000	\$ 560.00
0		---SERVICES---	\$ 0.0000	\$ 0.00
1	IPS-CONSUL-ID-T	I-PRO Professional Service, One Day On Site Installation and Training, Travel Included	\$ 2,595.0000	\$ 2,595.00
1	IPS-CONSUL-HALF	I-PRO Professional Service, One Half Day Remote Installation and Training	\$ 1,245.0000	\$ 1,245.00
SUB TOTAL				\$ 53,262.95
GRAND TOTAL				\$ 53,262.95

Comments

Thank you for the opportunity to do business with you.

Terms & Conditions

Upon accepting this quote, customer is subject to IdentiSys Terms of Use and Sale. IdentiSys does not accept any terms and conditions attached to a customer's purchase order. To find a complete list of IdentiSys' terms, please go to <http://www.identisys.com/terms-of-use-and-sale/>

Pricing above does not include applicable taxes, shipping or handling. F.O.B. Shipping Point. No returns, unless deemed a defective product or error by IdentiSys. All approved returns require an RMA#. Standard Payment Terms: Invoice Due Upon Receipt with credit application approval. Payment by credit card after the order is invoiced may result in a 3% fee

**Customer Acceptance
Signature** _____



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8560

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and IdentiSys, Inc (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$53,500 to be paid to Contractor by County, Contractor agrees to perform between date of execution and 3/31/2024 inclusive, the following specific personal and/or professional services:

Contract is for twenty-eight (28) I-PRO BWC 4000 Body Worn Cameras, 3-year licensing and accidental coverage for all 28 cameras, one 8 bay dock, one 8 bay battery charger, 10 additional batteries, mounting attachments for cameras and professional services to include on site set up and training of personnel for new body camera system.

Payment Terms: Lump Sum payment on 30 day Invoice

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or

material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel)

_____ (Contractor's Initials)

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date

Title

Address

City State Zip

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Approve the 2023-24 Budget and Appropriation Adjustments
Category: Consent Calendar
Presented By: Andrew Sullivan, Finance Director

Issues Before the Commission: Approve the 2023-24 budget and appropriation adjustment as required by ORS 294.463

Informational Summary: Attached is the R&O required by ORS 294.463 for a budget adjustment in fiscal year 2023-24. This adjustment is necessary to comply with Oregon Budget Law and reflects a transfer of appropriations between categories within an organizational unit.

The need for the budget adjustment is further explained in the attached Schedule "A".

Fiscal Impact: The fiscal impact is \$0 as the adjustment is between accounts within a single organizational unit.

Recommended Action:

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.463, and authorize the Chair to sign.

Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriation adjustments

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2023-24 budget and appropriations by) RESOLUTION AND ORDER
authorizing the transfer of appropriations)
between categories within an organizational)
unit; per ORS 294.463)

It appearing to the Board that there is a need to make an adjustment in the fiscal year 2023-24 budget by authorizing the transfer of appropriations between categories within and organizational unit.

Where as the need for said adjustment, the purpose of the authorized expenditures and the amount of appropriations adjustment, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 8th Day of November 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A
2023-24 Budget Adjustments

I. **ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATIONAL UNIT</u>	<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
Fleet Replacement - Vehicle	100/2002/82-4201	\$ 90,000	
Fleet Replacement - Contingency	100/2002/82-9900		\$ 90,000

Comment: Appropriations for vehicle purchase were initially budgeted in FY22-23, but due to inventory shortage the purchase wasn't able to occur until FY23-24. This adjustment is to reclassify the original appropriations from contingency to vehicle expense.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Subrecipient Funding Agreement – LiFEBoat Services
Balance of State - State of Emergency Due to Homelessness

Category: Consent Calendar

Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Approve the subrecipient funding agreement with LiFEBoat Services to provide services identified through the Intergovernmental Grant Agreement with the State of Oregon acting through Oregon Housing and Community Services (OHCS) Department for the balance of the state funding in response to the state of emergency due to homelessness.

Informational Summary: On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, OHCS was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 – Oregon Balance of State (BOS) Continuum of Care and for the administration of support relating to these objectives. OHCS will support such communities in deploying these funds, including but not limited to support pursuant to the proposed agreement, in a coordinated effort to accomplish the following objectives:

1. Increase shelter capacity, quality, and utilization in the BOS region by 100 beds and;
2. Rehouse at least 450 households experiencing unsheltered homelessness in BOS areas

Clatsop County and our community partners through the MAC group prioritized these efforts for our community based on the guidelines presented by OHCS, the ask submitted based on the community needs was \$8,053,840. Of this request Clatsop County has been allocated

\$3,836,732.32 to address our community needs, approximately \$2.5M for shelter beds and \$1.3M for rapid re-housing.

Staff is asking that your Board approve the subrecipient funding agreement with LiFEBoat Services in the amount of \$1,250,000 to provide shelter beds through June of 2025.

Fiscal Impact:

This is a reimbursement grant with the state in the amount of \$3,836,732.32. A budget adjustment will be brought before your Board in the near future to reflect this unanticipated grant award and to be able to reimburse the subrecipient in accordance with the agreement.

Requested Action:

Authorize the County Manager to sign the Subrecipient Funding Agreement and any amendments with LiFEBoat Services in the amount of \$1,250,000.

Attachment List

- A. Subrecipient Funding Agreement – LiFEBoat Services
- B. Intergovernmental Grant Agreement – Balance of State, State of Emergency Due to Homelessness

SUB-RECIPIENT FUNDING AGREEMENT

This Agreement shall become effective upon full execution, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **LiFEBoat Services**, an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Sub-Recipient**”.

Recitals

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505-Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives.

County desires for this dedicated investment to allow Sub-Recipient to deploy these funds in accordance with the requirements and objectives as further defined in the attached “Agreement No. 8078” (inclusive of Exhibits A & B) in addition to further guidance as provided in accordance with [Oregon Housing and Community Services : FAQ: Housing Emergency Executive Orders : State of Oregon](#) (check regularly for updated FAQ’s) and to include additional covenants as described below:

In accordance with the State approved Regional Plan (Exhibit B), the established outcomes for the sub-recipient include at a minimum:

- Providing 22 shelter beds and associated services to the community through June 2025

Shelter Funding Conditions:

1. In an effort to meet the highest and best use of the limited funds allocated, the County is electing to not allocate funds for the acquisition of real property;
2. Funds are not to be used for development, expansion or operation of shelters specifically designed to provide services during inclement weather, except in the instance of severe weather emergencies.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be effective upon full execution by the Parties and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within the attached Agreement No. 8078.
2. Services and Payment: County shall provide funding for shelter beds in the amount of **\$1,250,000**, to Sub-Recipient based on reimbursement requests submitted for authorized expenses per “Agreement No. 8078”. Sub-Recipient will submit requests for reimbursements on a monthly basis with all supporting documentation.
3. Indemnity: Sub-Recipient shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Sub-Recipient shall maintain liability insurance in an amount sufficient

to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.

4. Compliance and Reporting: Funds provided to Sub-Recipient by this Agreement are a subaward of funding through House Bill (HB) 5019, Balance of State (BOS) - State of Emergency Due to Homelessness. Subrecipients under this program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the award on behalf of the recipient. Sub-Recipient shall adhere to all "Agreement No. 8078" subrecipient compliance and reporting requirements as determined by the State.

Sub-Recipient shall provide County with a quarterly report of services, including an explanation of how funding was spent and shall adhere to all reporting requirements of the "Agreement No. 8078".

5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ten (10) days written notice to the Sub-Recipient. (b) County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Sub-Recipient shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

SUB-RECIPIENT:

Name, Title

Date

Signature

Name of Sub-Recipient

Sub-Recipient Address

Sub-Recipient Phone

Intergovernmental Grant Agreement

Balance of State (BOS)

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clatsop County, an Oregon local government entity (“Recipient”), each individually a “Party”, and collectively the “Parties”.

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives. Agency will support such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.
- C. All references to “days” in this Agreement shall mean calendar days.

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed **\$3,836,732.32** (the “Grant Funds”), as follows:

- 3.1** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$3,836,732.32**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in Exhibit B and agrees that such goals are requirements under this Agreement.

5. Authorized Representatives

- 5.1** Agency’s Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
liz.hearn@hcs.oregon.gov

- 5.2** Recipient’s Authorized Representative is:

Monica Steele
800 Exchange Street
Astoria, OR 97103
msteele@clatsopcounty.gov

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

6. Online Systems

6.1 Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

6.2 As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

6.3 Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.

6.4 Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

6.5 Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

6.6 Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third-Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is

appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

13.4 Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. Save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 14.1** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- 14.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 14.3** Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient

for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

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

18.2 Agency may terminate this Agreement as follows:

18.2.1 Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

19.3 Project Insurance. In addition to any other insurance required under Section 19 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

19.4 All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

19.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any

improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

29. Signatures

Oregon Housing & Community Services

Clatsop County

Signature

Signature

Printed Name & Title

Monica Steele

Printed Name & Title

Date

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 10/13/2023.

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded funding to provide resources to the communities in the Rural Oregon Continuum of Care through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

2. Grant Activities.

- A. **Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. **Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.
- C. **Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people

experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lacks the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, Low Barrier Shelters may not impose a requirement to abstain completely from alcohol or drug use.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing

- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- i) Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
 - (1) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - (2) **Conversion** means changing the function of a piece of property from one use to another.
 - (3) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii) Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- iii) Street outreach services, including housing navigation and placement services.
- iv) Sanitation services.
- v) Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi) For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii) Capacity Building services, including funds for the purposes of promoting growth, encouraging development, increasing Recipient's capacity to better support homeless services delivered, and strengthening community efforts around supporting people

experiencing homelessness; and expend funds to procure and provide needed technical assistance related to grant administration, homeless services best practices, system design, and other critical areas of learning and growth, including, but not limited to:

- (1) Training offered to staff and/or community partners for further skill development of those that are participating and working on addressing homelessness in the local community;
 - (2) Technical assistance, including but not limited to fiscal training, grant management support, policy refinement and development, strategizing planning and development around homeless supportive services, and developing or improving data collection methods that inform programmatic improvements;
 - (3) Establishment or expansion of organizational outreach efforts and engagement to identify existing resources, avoid duplication of services and resources, cultivate new partnerships and relationships, including with organizations that identify as culturally responsive or culturally specific, and develop seamless pathways to providing services to those seeking support;
 - (4) Increase organization staffing; and
 - (5) Homeless Management Information System (HMIS) and coordinated entry training, support, and continued education.
- viii)** Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3) Board expenses (excluding meals);
 - (4) Planning and implementation of Local Planning group infrastructure
 - (5) Organization-wide membership fees and dues specific to the Program;
 - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during the Performance Period and all other reportable information relating to the Performance Period:

- A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B. If using funding under this Agreement to add new shelter beds, Recipient must provide required data in the form and manner required by the Rural Oregon Continuum of Care to the CoC HMIS Administrator for the Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS.
- C. Requests for funds through the OPUS system must be submitted, within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- D. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

- E. If using funding under this Agreement for purposes described in Section 2(I)(vii) above, then Recipient must submit a narrative update in a manner prescribed by Agency on the last day of each quarter.
- F. Recipient shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of Agency, and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the Performance Period unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period, unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years as described below.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years

Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Exhibit B

Regional Plan

The purpose of Oregon's EO 23-02 initiative is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

OHCS plans to deliver \$26.135 million to the Oregon Balance of State region to increase shelter capacity by 100 units, and rehouse at least 450 households by June 30, 2025. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the Performance Period, state partners will support regional and community partners in the response effort.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

In Clatsop County, our approach to addressing homelessness is driven by community engagement and collaboration. We recognize the importance of actively involving individuals experiencing homelessness, frontline service providers, and groups at high risk of homelessness in shaping our programs and priorities. Through ongoing needs assessments and feedback from the community, we identify gaps in services and work towards targeted solutions.

During the COVID-19 pandemic, a collaborative county-wide network, including the Regional Food Bank (RFB), local Hospitals, the County Department of Public Health, CCA Social Service and Community Resource teams, Clatsop Behavioral Health, the Harbor, LiFEBoat services and more responded swiftly to the increased demands for food, medical

services, personal care products, and housing resources resulting from job losses and closures.

We also acknowledge the specific challenges faced by survivors of domestic violence during the pandemic. The severity of violence experienced by survivors increased, leading to a greater need for emergency shelter. However, the housing crisis and limited availability of affordable housing meant longer stays in shelter, resulting in fewer survivors being able to access these services. The Harbor, working closely with partners such as the County, CCA, CBH, hospitals, and DHS, collaborated to leverage available resources and provide the best possible outcomes for survivors. Culturally specific services were also provided to the Latine/x and 2SLGBTQIA+ populations, guided by an advisory group consisting of members from the Latine/x community.

Maintaining accountability to the communities we serve is a core value for all of our community stakeholders. We prioritize ongoing engagement and communication by actively seeking input from clients and service providers. By continuously assessing needs, resources, and the quality of care, we are better able to address gaps and adapt our services accordingly. Our collective goal is to connect individuals to the best available resources, strengthen existing networks, and forge new partnerships when necessary.

To ensure accountability and coordination, we establish Memorandum of Understanding agreements with key agencies and partners. These agreements define responsibilities and expectations, fostering a collaborative environment. Through inter-agency reporting, metrics analysis, and regular meetings, we assess the impact of our programs and make informed decisions to improve and adapt.

Our collective commitment extends beyond short-term interventions. We strive for the long-term health and stability of vulnerable residents and their families. Through active community engagement and continuous assessment of needs, we develop effective and sustainable solutions to address homelessness in Clatsop County.

The Clatsop County community has been working together for years to find solutions around the issue of homelessness. Initiatives such as the County-wide Homeless Liaison position, created based on recommendations from the City of Astoria led Homeless Solutions Task Force, demonstrate the collaborative efforts throughout our communities. This position, currently housed under CCA, directly communicates with unsheltered individuals county-wide on a daily basis to identify barriers and needed resources, guiding them towards housing and services. An Advisory Committee consisting of stakeholders throughout the county regularly reviews activities and provides feedback on priorities, ensuring a community-driven approach.

In Clatsop County, community partnership and collaboration are at the heart of our work. One example is CCA's Community Resource Program, where on-site and mobile resources are provided for patients of Columbia Memorial Hospital and Providence Hospital and clinics, ensuring that individuals have access to the support they need.

The commitment of collaboration extends further through ongoing engagement and regular meetings with numerous community stakeholders and social service providers. These collaborations strengthen our partnerships and enable our county collectively to better address the complex challenges of homelessness county-wide.

Furthermore, we have actively collaborated on the 2022 Community Health Needs Assessment, demonstrating our shared dedication to addressing the health and social needs of our community. By working together, we can make a significant impact and create positive change in Clatsop County.

In Clatsop County, community partnership and collaboration are at the heart of our approach. Together, through collaborative efforts, active community engagement, and data-driven decision-making, we are committed to creating lasting change and working towards a future where homelessness is a solvable issue in Clatsop County.

- 2) Multi-Agency Coordination (MAC) teams and Continuum of Cares (CoCs) will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

Please see link below with estimations on homeless populations by County. From the Oregon Health Authority.

[County - Homelessness \(oregon.gov\)](#)

Please see link below with the Oregon Statewide Homelessness Estimates for 2021- Report from Oregon Housing and Community Services.

[Oregon Statewide Homelessness Estimates 2021 \(pdx.edu\)](#)

Please see link below with the Oregon Housing and Community Services dashboard link displaying 2019 Point in Time data.

2019 Point-in-Time Dashboard | Tableau Public

See table below: MAC-PIT.excerpt.xlsx

PIT COUNT 2019 - CLATSOP COUNTY				STATEWIDE DEMOGRAPHICS				PIT COUNT 2022 - CLATSOP COUNTY			
Total number of persons	894							Total number of persons	531		
Number of children (under age 18)	356	40%		Children under 18	18.30%	*		Number of children (under age 18)	178	34%	
Chronically Homeless	201					*		Chronically Homeless	104		
								Veterans	24		
								Adults with Serious Mental Illness	74	14%	
								Adults with Substance Use Disorder	30	6%	
								Adults with HIV/AIDS	1	0%	
								Adult Survivors of Domestic Violence	36	7%	
		Experiencing Homelessness	Experiencing Poverty			Statewide Population by Race		Experiencing Homelessness			
Asian	1%		4%	Asian	2%		0%	Asian	2		
Black / African American	6%		5%	Black / African American	1%		2%	Black / African American	11		
Hispanic	10%		18%	Hispanic	12%		11%	Hispanic	59		
Native American	5%		2%	Native American	2%		3%	Native American	16		
Native Hawaiian / Other Pacific Islander	1%		0.7%	Native Hawaiian / Other Pacific Islander	0.30%		0%	Native Hawaiian / Other Pacific Islander	1		
Other	0%		4%	Other	3%		0%	Other			
Two or More	7%		6%	Two or More	4%		2%	Two or More	8		
White	80%		79%	White	89%		95%	White	493		

Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your community house in 2022?

206

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

a. Subpopulation 1:

Individuals with Mental Health / Substance Use Disorder

- b. Subpopulation 2:

Individuals and Families Fleeing Domestic Violence

- c. Subpopulation 3:

Youth

- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

Less than 2%

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

Less than 2%

- 7) On average, how many people experiencing unsheltered homelessness does your community exit to permanent housing each month?

2-4

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your community?
a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Clatsop Behavioral Health (mobile crisis, medication assisted treatment, counseling, recovery allies, transitional housing and shelter referrals, street outreach)

Helping Hands Rapid Re Entry (emergency shelter, re-entry program [supported transitional housing])

CCA (Home to the county-wide collaborative Homeless Liaison street outreach program, housing programs and pending shelter support)

Iron Tribe network- Provides peer support, housing and family reunification services to individuals and families in recovery from substance use disorder.

Restoration House- Provides case management and housing support services to men with co-occurring disorders including substance abuse and significant psychological/behavioral issues.

LIFEBoat Services (navigation and meal services, street outreach)

Clatsop County Department of Public Health (Harm reduction services including needle exchange and Narcan distribution, street outreach, and mobile clinic services)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Re-Location Assistance, Emergency Shelter, Support Groups)

c. Subpopulation 3: Youth

Clatsop CASA- Provides court appointed special advocates for children in the foster care system.

Assistance League of the Columbia Pacific (clothing resources to children in Clatsop County, in partnership with The Harbor, assists children in the foster care system with they're Duffel Bag program, Provides scholarship opportunities to high school children).

9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Beacon Clubhouse (nonclinical, membership based, peer run programing. Offers an inclusive, safe and restorative environment for adults navigating mental health)

Clatsop Behavioral Health (mental health community-based services; mental health outpatient services; substance use disorder treatment)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

CCA (Provides 2 Continuum of Care housing programs for individuals and families fleeing domestic violence. Both programs offer ongoing rental assistance and case management support for clients).

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Support Groups)

c. Subpopulation 3: Youth

Lower Columbia Q Center (support groups and peer support to LGBTQIA+ youth).

Consejo Hispano- Offers a bilingual leadership camp (La Cima Lower Columbia Bilingual Leadership Camp) for Latinx high school students along the north coast of Oregon.

Tongue Point Job Corp (continued education opportunities to learn trades, typically serves between 16–24-year-olds).

First Steps Center for Autism (family supports for children on the Autism spectrum).

The Healing Circle (VOCA)- Community based organization dedicated to the healing of childhood sexual violence.

NW Oregon Works (continuing education supports).

Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your community’s efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

- Housing Affordability
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects
- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing

- Housing Development
- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments
- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: **Shelter Availability**
 - Subpopulation 2: **Shelter Availability**
 - Subpopulation 3: **Shelter Availability**

12) Please list the community's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: **Shelter Availability**
- Urgent and Critical: **Substance Use Disorder Care and Services**
- Time Sensitive and Very Important: **Mental Health Care and Services**
 - Not Time Sensitive but Very Important: **Housing Affordability**
 - Important: **Housing Development**

Goal Setting

Each community will determine priority strategies that will target its All In investments across its goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your community, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

Technical assistance and support to re-evaluate current emergency shelter rules that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

Expand non-congregate shelter through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements
- Related soft costs
- Replacement reserve

Expand emergency shelter bed capacity through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

Part 2: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to analyze your Continuum of Care region's funding portfolio to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

Current Services

Below are the estimated services available in Recipient's service territory as submitted in Recipient's community plan.

Project Type	Units Available	Total Units	Avg. Cost Per Unit
Emergency Shelter Beds – Adult Only	0	71	
Emergency Shelter Beds – Adults with Children	0	26	
Emergency Shelter Beds - Youth	0	0	
Transitional Housing	0	25	
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	0	77	
Permanent Supportive Housing	0	20	
Other Permanent Housing			
Housing Choice Vouchers	0	289	\$ 606.71
Service Type	Slots Available	Total Slots	Avg. Cost Per Service
Outreach	5	50	\$ 1,500.00
Rental Assistance	5	20	\$ 17,000.00
Case Management	3	80	\$ 5,000.00
Landlord Engagement	0	0	
Housing Navigation	3	10	

Current Investments

Below are the estimated costs for services in Recipient’s territory as submitted in grantee’s community plan.

Project Type	City	County	State	Federal	Private	Total
Emergency Shelter Beds – Adult Only	\$50,000.00	\$300,000.00	\$1,195,334.00			\$1,545,334.00
Emergency Shelter Beds – Adults with Children	\$27,000.00		\$1,000,000.00			\$1,027,000.00
Emergency Shelter Beds - Youth			\$806,000.00			\$806,000.00
Transitional Housing						\$0.00
Joint Transitional Housing/Rapid Rehousing						\$0.00
Rapid Rehousing						\$0.00
Permanent Supportive Housing			\$234,406.50	\$159,440.00		\$393,846.50
Other Permanent Housing						\$0.00
Housing Choice Vouchers				\$175,339.19		\$175,339.19
Service Type						\$0.00
Outreach	\$80,842.60	\$50,000.00	\$20,000.00			\$150,842.60
Rental Assistance			\$500,000.00	\$178,860.00		\$678,860.00
Case Management	\$45,000.00			\$48,623.00		\$93,623.00
Landlord Engagement						\$0.00
Housing Navigation		\$70,000.00				\$70,000.00
Total Investments	\$202,842.60	\$420,000.00	\$3,755,740.50	\$562,262.19	\$0.00	\$4,940,845.29

Goals

Please identify what goals your community is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our Local Planning Group will add a minimum of **80** emergency shelter beds by this date: 6/30/2025.

Rapidly rehouse

Our Co Local Planning Group will rapidly rehouse **33** people experiencing unsheltered homelessness by this date: 6/30/2025.

Milestones

Please provide a timeline of quarterly milestones your local planning group proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding.

Month	Quarterly Progress Milestones	Systems Improvement Actions
Jan. – March 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations – providing 22 new shelter beds and associated services to the community</p> <p>Columbia Shelter sustains operations – providing 58 new shelter beds and associated services to the community</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April–June 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

<p>July- Sept. 2024</p>	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
<p>Oct. - Dec. 2024</p>	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Jan. – March 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April-June 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Subrecipient Funding Agreement – Clatsop Community Action
Balance of State - State of Emergency Due to Homelessness

Category: Consent Calendar

Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Approve the subrecipient funding agreement with Clatsop Community Action to provide services identified through the Intergovernmental Grant Agreement with the State of Oregon acting through Oregon Housing and Community Services (OHCS) Department for the balance of the state funding in response to the state of emergency due to homelessness.

Informational Summary: On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, OHCS was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 – Oregon Balance of State (BOS) Continuum of Care and for the administration of support relating to these objectives. OHCS will support such communities in deploying these funds, including but not limited to support pursuant to the proposed agreement, in a coordinated effort to accomplish the following objectives:

1. Increase shelter capacity, quality, and utilization in the BOS region by 100 beds and;
2. Rehouse at least 450 households experiencing unsheltered homelessness in BOS areas

Clatsop County and our community partners through the MAC group prioritized these efforts for our community based on the guidelines presented by OHCS, the ask submitted based on the community needs was \$8,053,840. Of this request Clatsop County has been allocated

\$3,836,732.32 to address our community needs, approximately \$2.5M for shelter beds and \$1.3M for rapid re-housing.

Staff is asking that your Board approve the subrecipient funding agreement with Clatsop Community Action in the amount of \$2,386,222 to provide shelter beds through the Columbia Inn and rapid rehousing for at least 33 households through June of 2025.

Fiscal Impact:

This is a reimbursement grant with the state in the amount of \$3,836,732.32. A budget adjustment will be brought before your Board in the near future to reflect this unanticipated grant award and to be able to reimburse the subrecipient in accordance with the agreement.

Requested Action:

Authorize the County Manager to sign the Subrecipient Funding Agreement and any amendments with Clatsop Community Action in the amount of \$2,386,222.

Attachment List

- A. Subrecipient Funding Agreement – Clatsop Community Action
- B. Intergovernmental Grant Agreement – Balance of State, State of Emergency Due to Homelessness

SUB-RECIPIENT FUNDING AGREEMENT

This Agreement shall become effective upon full execution, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Clatsop Community Action**, an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Sub-Recipient**”.

Recitals

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505-Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives.

County desires for this dedicated investment to allow Sub-Recipient to deploy these funds in accordance with the requirements and objectives as further defined in the attached “Agreement No. 8078” (inclusive of Exhibits A & B) in addition to further guidance as provided in accordance with [Oregon Housing and Community Services : FAQ: Housing Emergency Executive Orders : State of Oregon](#) (check regularly for updated FAQ’s) and to include additional covenants as described below:

In accordance with the State approved Regional Plan (Exhibit B), the established outcomes for the sub-recipient include at a minimum:

- Providing 58 shelter beds and associated services to the community through June 2025
- Re-housing approximately 5 individuals per quarter through June 2025

Shelter Funding Conditions:

1. In an effort to meet the highest and best use of the limited funds allocated, the County is electing to not allocate funds for the acquisition of real property;
2. Funds are not to be used for development, expansion or operation of shelters specifically designed to provide services during inclement weather, except in the instance of severe weather emergencies.

Rapid Re-Housing Funding Conditions:

1. Re-housing households requires establishing, at a minimum a month -to-month lease agreement.
2. Potential placement site of individuals/household cannot be within a facility or on a property that has any open code violations related to health and safety conditions within the jurisdiction of residence;
3. Structure/RV will have adequate heating facilities that conform to applicable law/manufacturing requirements at the time of installation and are maintained in good

- working order, and are capable of maintaining a room temperature of 68F in all habitable rooms;
4. Mechanical equipment, appliances, cooking appliances and water heating appliances shall be properly installed and maintained in safe working condition, and shall be capable of performing the intended function as intended upon construction/manufacturing.
 5. Exterior doors, door assemblies and hardware of any structure/RV shall be maintained and in good condition. Locks on means for egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort;
 6. If rehoused in an RV, the RV must comply with any local RV codes as well as any local habitable structure codes, and safety and sanitation codes for RVs;
 7. Must have 24-hour hook-up to: heat, electricity, water, sewer/septic;

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be effective upon full execution by the Parties and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within the attached Agreement No. 8078.

2. Services and Payment: County shall provide funding for shelter beds in the amount of **\$1,250,000**, in addition to rapid re-housing funding in the amount of **\$1,136,222**, to Sub-Recipient based on reimbursement requests submitted for authorized expenses per “Agreement No. 8078”. Sub-Recipient will submit requests for reimbursements on a monthly basis with all supporting documentation.

3. Indemnity: Sub-Recipient shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Sub-Recipient shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.

4. Compliance and Reporting: Funds provided to Sub-Recipient by this Agreement are a subaward of funding through House Bill (HB) 5019, Balance of State (BOS) - State of Emergency Due to Homelessness. Subrecipients under this program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the award on behalf of the recipient. Sub-Recipient shall adhere to all “Agreement No. 8078” subrecipient compliance and reporting requirements as determined by the State.

Sub-Recipient shall provide County with a quarterly report of services, including an explanation of how funding was spent and shall adhere to all reporting requirements of the “Agreement No. 8078”.

5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ten (10) days written notice to the Sub-Recipient. (b) County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Sub-Recipient shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

SUB-RECIPIENT:

Name, Title

Date

Signature

Name of Sub-Recipient

Sub-Recipient Address

Sub-Recipient Phone

Intergovernmental Grant Agreement

Balance of State (BOS)

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clatsop County, an Oregon local government entity (“Recipient”), each individually a “Party”, and collectively the “Parties”.

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives. Agency will support such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.
- C. All references to “days” in this Agreement shall mean calendar days.

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed **\$3,836,732.32** (the “Grant Funds”), as follows:

- 3.1** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$3,836,732.32**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in Exhibit B and agrees that such goals are requirements under this Agreement.

5. Authorized Representatives

- 5.1** Agency’s Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
liz.hearn@hcs.oregon.gov

- 5.2** Recipient’s Authorized Representative is:

Monica Steele
800 Exchange Street
Astoria, OR 97103
msteele@clatsopcounty.gov

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

6. Online Systems

6.1 Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

6.2 As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

6.3 Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.

6.4 Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

6.5 Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

6.6 Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third-Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is

appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

13.4 Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. Save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 14.1** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- 14.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 14.3** Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient

for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

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

18.2 Agency may terminate this Agreement as follows:

18.2.1 Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

19.3 Project Insurance. In addition to any other insurance required under Section 19 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

19.4 All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

19.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any

improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

29. Signatures

Oregon Housing & Community Services

Clatsop County

Signature

Signature

Printed Name & Title

Monica Steele

Printed Name & Title

Date

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 10/13/2023.

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded funding to provide resources to the communities in the Rural Oregon Continuum of Care through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

2. Grant Activities.

- A. **Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. **Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.
- C. **Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people

experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lacks the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, Low Barrier Shelters may not impose a requirement to abstain completely from alcohol or drug use.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing

- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- i) Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
 - (1) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - (2) **Conversion** means changing the function of a piece of property from one use to another.
 - (3) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii) Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- iii) Street outreach services, including housing navigation and placement services.
- iv) Sanitation services.
- v) Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi) For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii) Capacity Building services, including funds for the purposes of promoting growth, encouraging development, increasing Recipient's capacity to better support homeless services delivered, and strengthening community efforts around supporting people

experiencing homelessness; and expend funds to procure and provide needed technical assistance related to grant administration, homeless services best practices, system design, and other critical areas of learning and growth, including, but not limited to:

- (1) Training offered to staff and/or community partners for further skill development of those that are participating and working on addressing homelessness in the local community;
 - (2) Technical assistance, including but not limited to fiscal training, grant management support, policy refinement and development, strategizing planning and development around homeless supportive services, and developing or improving data collection methods that inform programmatic improvements;
 - (3) Establishment or expansion of organizational outreach efforts and engagement to identify existing resources, avoid duplication of services and resources, cultivate new partnerships and relationships, including with organizations that identify as culturally responsive or culturally specific, and develop seamless pathways to providing services to those seeking support;
 - (4) Increase organization staffing; and
 - (5) Homeless Management Information System (HMIS) and coordinated entry training, support, and continued education.
- viii)** Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3) Board expenses (excluding meals);
 - (4) Planning and implementation of Local Planning group infrastructure
 - (5) Organization-wide membership fees and dues specific to the Program;
 - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during the Performance Period and all other reportable information relating to the Performance Period:

- A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B. If using funding under this Agreement to add new shelter beds, Recipient must provide required data in the form and manner required by the Rural Oregon Continuum of Care to the CoC HMIS Administrator for the Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS.
- C. Requests for funds through the OPUS system must be submitted, within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- D. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

- E. If using funding under this Agreement for purposes described in Section 2(I)(vii) above, then Recipient must submit a narrative update in a manner prescribed by Agency on the last day of each quarter.
- F. Recipient shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of Agency, and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the Performance Period unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period, unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years as described below.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years

Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Exhibit B

Regional Plan

The purpose of Oregon's EO 23-02 initiative is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

OHCS plans to deliver \$26.135 million to the Oregon Balance of State region to increase shelter capacity by 100 units, and rehouse at least 450 households by June 30, 2025. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the Performance Period, state partners will support regional and community partners in the response effort.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

In Clatsop County, our approach to addressing homelessness is driven by community engagement and collaboration. We recognize the importance of actively involving individuals experiencing homelessness, frontline service providers, and groups at high risk of homelessness in shaping our programs and priorities. Through ongoing needs assessments and feedback from the community, we identify gaps in services and work towards targeted solutions.

During the COVID-19 pandemic, a collaborative county-wide network, including the Regional Food Bank (RFB), local Hospitals, the County Department of Public Health, CCA Social Service and Community Resource teams, Clatsop Behavioral Health, the Harbor, LiFEBoat services and more responded swiftly to the increased demands for food, medical

services, personal care products, and housing resources resulting from job losses and closures.

We also acknowledge the specific challenges faced by survivors of domestic violence during the pandemic. The severity of violence experienced by survivors increased, leading to a greater need for emergency shelter. However, the housing crisis and limited availability of affordable housing meant longer stays in shelter, resulting in fewer survivors being able to access these services. The Harbor, working closely with partners such as the County, CCA, CBH, hospitals, and DHS, collaborated to leverage available resources and provide the best possible outcomes for survivors. Culturally specific services were also provided to the Latine/x and 2SLGBTQIA+ populations, guided by an advisory group consisting of members from the Latine/x community.

Maintaining accountability to the communities we serve is a core value for all of our community stakeholders. We prioritize ongoing engagement and communication by actively seeking input from clients and service providers. By continuously assessing needs, resources, and the quality of care, we are better able to address gaps and adapt our services accordingly. Our collective goal is to connect individuals to the best available resources, strengthen existing networks, and forge new partnerships when necessary.

To ensure accountability and coordination, we establish Memorandum of Understanding agreements with key agencies and partners. These agreements define responsibilities and expectations, fostering a collaborative environment. Through inter-agency reporting, metrics analysis, and regular meetings, we assess the impact of our programs and make informed decisions to improve and adapt.

Our collective commitment extends beyond short-term interventions. We strive for the long-term health and stability of vulnerable residents and their families. Through active community engagement and continuous assessment of needs, we develop effective and sustainable solutions to address homelessness in Clatsop County.

The Clatsop County community has been working together for years to find solutions around the issue of homelessness. Initiatives such as the County-wide Homeless Liaison position, created based on recommendations from the City of Astoria led Homeless Solutions Task Force, demonstrate the collaborative efforts throughout our communities. This position, currently housed under CCA, directly communicates with unsheltered individuals county-wide on a daily basis to identify barriers and needed resources, guiding them towards housing and services. An Advisory Committee consisting of stakeholders throughout the county regularly reviews activities and provides feedback on priorities, ensuring a community-driven approach.

In Clatsop County, community partnership and collaboration are at the heart of our work. One example is CCA's Community Resource Program, where on-site and mobile resources are provided for patients of Columbia Memorial Hospital and Providence Hospital and clinics, ensuring that individuals have access to the support they need.

The commitment of collaboration extends further through ongoing engagement and regular meetings with numerous community stakeholders and social service providers. These collaborations strengthen our partnerships and enable our county collectively to better address the complex challenges of homelessness county-wide.

Furthermore, we have actively collaborated on the 2022 Community Health Needs Assessment, demonstrating our shared dedication to addressing the health and social needs of our community. By working together, we can make a significant impact and create positive change in Clatsop County.

In Clatsop County, community partnership and collaboration are at the heart of our approach. Together, through collaborative efforts, active community engagement, and data-driven decision-making, we are committed to creating lasting change and working towards a future where homelessness is a solvable issue in Clatsop County.

- 2) Multi-Agency Coordination (MAC) teams and Continuum of Cares (CoCs) will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

Please see link below with estimations on homeless populations by County. From the Oregon Health Authority.

[County - Homelessness \(oregon.gov\)](#)

Please see link below with the Oregon Statewide Homelessness Estimates for 2021- Report from Oregon Housing and Community Services.

[Oregon Statewide Homelessness Estimates 2021 \(pdx.edu\)](#)

Please see link below with the Oregon Housing and Community Services dashboard link displaying 2019 Point in Time data.

2019 Point-in-Time Dashboard | Tableau Public

See table below: MAC-PIT.excerpt.xlsx

PIT COUNT 2019 - CLATSOP COUNTY				STATEWIDE DEMOGRAPHICS				PIT COUNT 2022 - CLATSOP COUNTY			
Total number of persons	894							Total number of persons	531		
Number of children (under age 18)	356	40%		Children under 18	18.30%	*		Number of children (under age 18)	178	34%	
Chronically Homeless	201					*		Chronically Homeless	104		
								Veterans	24		
								Adults with Serious Mental Illness	74	14%	
								Adults with Substance Use Disorder	30	6%	
								Adults with HIV/AIDS	1	0%	
								Adult Survivors of Domestic Violence	36	7%	
		Experiencing Homelessness	Experiencing Poverty			Statewide Population by Race		Experiencing Homelessness			
Asian	1%		4%	Asian	2%		0%	Asian	2		
Black / African American	6%		5%	Black / African American	1%		2%	Black / African American	11		
Hispanic	10%		18%	Hispanic	12%		11%	Hispanic	59		
Native American	5%		2%	Native American	2%		3%	Native American	16		
Native Hawaiian / Other Pacific Islander	1%		0.7%	Native Hawaiian / Other Pacific Islander	0.30%		0%	Native Hawaiian / Other Pacific Islander	1		
Other	0%		4%	Other	3%		0%	Other			
Two or More	7%		6%	Two or More	4%		2%	Two or More	8		
White	80%		79%	White	89%		95%	White	493		

Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your community house in 2022?

206

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

a. Subpopulation 1:

Individuals with Mental Health / Substance Use Disorder

- b. Subpopulation 2:

Individuals and Families Fleeing Domestic Violence

- c. Subpopulation 3:

Youth

- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

Less than 2%

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

Less than 2%

- 7) On average, how many people experiencing unsheltered homelessness does your community exit to permanent housing each month?

2-4

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your community?
a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Clatsop Behavioral Health (mobile crisis, medication assisted treatment, counseling, recovery allies, transitional housing and shelter referrals, street outreach)

Helping Hands Rapid Re Entry (emergency shelter, re-entry program [supported transitional housing])

CCA (Home to the county-wide collaborative Homeless Liaison street outreach program, housing programs and pending shelter support)

Iron Tribe network- Provides peer support, housing and family reunification services to individuals and families in recovery from substance use disorder.

Restoration House- Provides case management and housing support services to men with co-occurring disorders including substance abuse and significant psychological/behavioral issues.

LIFEBoat Services (navigation and meal services, street outreach)

Clatsop County Department of Public Health (Harm reduction services including needle exchange and Narcan distribution, street outreach, and mobile clinic services)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Re-Location Assistance, Emergency Shelter, Support Groups)

c. Subpopulation 3: Youth

Clatsop CASA- Provides court appointed special advocates for children in the foster care system.

Assistance League of the Columbia Pacific (clothing resources to children in Clatsop County, in partnership with The Harbor, assists children in the foster care system with they're Duffel Bag program, Provides scholarship opportunities to high school children).

9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Beacon Clubhouse (nonclinical, membership based, peer run programing. Offers an inclusive, safe and restorative environment for adults navigating mental health)

Clatsop Behavioral Health (mental health community-based services; mental health outpatient services; substance use disorder treatment)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

CCA (Provides 2 Continuum of Care housing programs for individuals and families fleeing domestic violence. Both programs offer ongoing rental assistance and case management support for clients).

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Support Groups)

c. Subpopulation 3: Youth

Lower Columbia Q Center (support groups and peer support to LGBTQIA+ youth).

Consejo Hispano- Offers a bilingual leadership camp (La Cima Lower Columbia Bilingual Leadership Camp) for Latinx high school students along the north coast of Oregon.

Tongue Point Job Corp (continued education opportunities to learn trades, typically serves between 16–24-year-olds).

First Steps Center for Autism (family supports for children on the Autism spectrum).

The Healing Circle (VOCA)- Community based organization dedicated to the healing of childhood sexual violence.

NW Oregon Works (continuing education supports).

Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your community’s efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

- Housing Affordability
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects
- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing

- Housing Development
- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments
- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: **Shelter Availability**
 - Subpopulation 2: **Shelter Availability**
 - Subpopulation 3: **Shelter Availability**

12) Please list the community's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: **Shelter Availability**
- Urgent and Critical: **Substance Use Disorder Care and Services**
- Time Sensitive and Very Important: **Mental Health Care and Services**
 - Not Time Sensitive but Very Important: **Housing Affordability**
 - Important: **Housing Development**

Goal Setting

Each community will determine priority strategies that will target its All In investments across its goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your community, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

Technical assistance and support to re-evaluate current emergency shelter rules that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

Expand non-congregate shelter through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements
- Related soft costs
- Replacement reserve

Expand emergency shelter bed capacity through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

Part 2: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to analyze your Continuum of Care region's funding portfolio to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

Current Services

Below are the estimated services available in Recipient's service territory as submitted in Recipient's community plan.

Project Type	Units Available	Total Units	Avg. Cost Per Unit
Emergency Shelter Beds – Adult Only	0	71	
Emergency Shelter Beds – Adults with Children	0	26	
Emergency Shelter Beds - Youth	0	0	
Transitional Housing	0	25	
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	0	77	
Permanent Supportive Housing	0	20	
Other Permanent Housing			
Housing Choice Vouchers	0	289	\$ 606.71
Service Type	Slots Available	Total Slots	Avg. Cost Per Service
Outreach	5	50	\$ 1,500.00
Rental Assistance	5	20	\$ 17,000.00
Case Management	3	80	\$ 5,000.00
Landlord Engagement	0	0	
Housing Navigation	3	10	

Current Investments

Below are the estimated costs for services in Recipient’s territory as submitted in grantee’s community plan.

Project Type	City	County	State	Federal	Private	Total
Emergency Shelter Beds – Adult Only	\$50,000.00	\$300,000.00	\$1,195,334.00			\$1,545,334.00
Emergency Shelter Beds – Adults with Children	\$27,000.00		\$1,000,000.00			\$1,027,000.00
Emergency Shelter Beds - Youth			\$806,000.00			\$806,000.00
Transitional Housing						\$0.00
Joint Transitional Housing/Rapid Rehousing						\$0.00
Rapid Rehousing						\$0.00
Permanent Supportive Housing			\$234,406.50	\$159,440.00		\$393,846.50
Other Permanent Housing						\$0.00
Housing Choice Vouchers				\$175,339.19		\$175,339.19
Service Type						\$0.00
Outreach	\$80,842.60	\$50,000.00	\$20,000.00			\$150,842.60
Rental Assistance			\$500,000.00	\$178,860.00		\$678,860.00
Case Management	\$45,000.00			\$48,623.00		\$93,623.00
Landlord Engagement						\$0.00
Housing Navigation		\$70,000.00				\$70,000.00
Total Investments	\$202,842.60	\$420,000.00	\$3,755,740.50	\$562,262.19	\$0.00	\$4,940,845.29

Goals

Please identify what goals your community is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our Local Planning Group will add a minimum of **80** emergency shelter beds by this date: 6/30/2025.

Rapidly rehouse

Our Co Local Planning Group will rapidly rehouse **33** people experiencing unsheltered homelessness by this date: 6/30/2025.

Milestones

Please provide a timeline of quarterly milestones your local planning group proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding.

Month	Quarterly Progress Milestones	Systems Improvement Actions
Jan. – March 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations – providing 22 new shelter beds and associated services to the community</p> <p>Columbia Shelter sustains operations – providing 58 new shelter beds and associated services to the community</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April–June 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">July- Sept. 2024</p>	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Oct. - Dec. 2024</p>	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Jan. – March 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April-June 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Purchase of a 2024 Ford Edge for Building Codes
Category: Consent Calendar
Presented By: TJ Hecox, Fleet Manager

Issue Before the Commission: Purchase of a 2024 Ford Edge form Northside Ford for Building Codes

Informational Summary: The FY 2022-23 adopted budget included funds for two new vehicles for the Building Codes Department. The order was placed in October 2022, however, with the nationwide shortage of vehicles available, Landmark Fleet Services contacted them in July of 2023 stating that they were unable to fulfill the order and cancelled the request.

Building Codes is requesting approval for the purchase of one Ford Edge currently available on state contract. The purchase price of \$39,042.16 includes DMV fees and privilege tax.

Fiscal Impact: The vehicle will be paid from budgeted Building Codes funds for FY 23/24 budget in the Fleet Replacement Fund (100/2002).

Requested Action:

Approve the purchases of the Ford Edge in on state contract #1656 in the amount of \$39,042.16.

Attachment List

- A. Northside Ford Quote
- B.
- C.

2024 Edge 4dr AWD SE (K4G)

VIN: 2FMPK4G96RBA23536 | Price Level: 415 | Stock No: G40966



Client Proposal

Prepared by:
SHARON TUCKER
Office: 503-493-5562
Email: stucker@northsidetrucks.com
Quote ID: Clat24K4G
Date: 10/25/2023

Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

K4G	Base Vehicle Price (K4G)	\$38,365.00
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Packages

100A	Equipment Group 100A	N/C
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Includes:

- Engine: Twin-Scroll 2.0L EcoBoost
Includes auto start-stop technology.
- Transmission: 8-Speed Automatic w/SelectShift
 - Active Transmission Warm-Up
- 3.80 Axle Ratio
- GVWR: TBD
- Tires: 245/60R18 AS BSW
- Wheels: 18" Sparkle Silver-Painted Aluminum
- Cloth Bucket Seats
Includes 4-way manual front-driver seat (fore/aft, lumbar) with manual recline, 2-way manual front-passenger seat (fore/aft) with manual recline and 2-way manually adjustable (up/down) head restraints.
- Radio: AM/FM Stereo
Includes 6 speakers, MP3 capable, speed-compensated volume and USB media hub (A and C) style.
- SYNC 4A w/Enhanced Voice Recognition
Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition.
- SiriusXM w/360L
Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.
- FordPass Connect
Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Note: Telematics solutions (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).

Powertrain

999	Engine: Twin-Scroll 2.0L EcoBoost	\$0.00
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing

Agenda Item #8.	estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system	Page 171
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most current information.

Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes auto start-stop technology.</i>	
448	Transmission: 8-Speed Automatic w/SelectShift	\$0.00
	<i>Includes:</i> - Active Transmission Warm-Up	
STDAX	3.80 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 245/60R18 AS BSW	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included
51Q	Mini Spare Wheel	\$100.00
	<i>Replaces tire inflator and sealant kit.</i>	
	<i>Includes:</i> - Mini Spare Tire	

Seats & Seat Trim

C	Cloth Bucket Seats	Included
	<i>Includes 4-way manual front-driver seat (fore/aft, lumbar) with manual recline, 2-way manual front-passenger seat (fore/aft) with manual recline and 2-way manually adjustable (up/down) head restraints.</i>	

Other Options

PAINT	Monotone Paint Application	STD
112WB	112.2" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	<i>Includes 6 speakers, MP3 capable, speed-compensated volume and USB media hub (A and C) style.</i>	
	<i>Includes:</i> - SYNC 4A w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition.</i> - SiriusXM w/360L	

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Agenda Item #8.

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Clatsop County

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10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

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2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes a 3-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 SiriusXM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i></p> <p>- FordPass Connect</p> <p><i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app., and complimentary connected services are required for remote features (see FordPass terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot). Note: Telematics solutions (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).</i></p>	
68B	Black Roof-Rack Side Rails	\$165.00
153	Front License Plate Bracket	\$0.00
	Standard in states requiring 2 license plates and optional to all others.	
16C	Front & Rear Floor Liners w/o Carpet Mats	\$160.00
	Custom accessory, pre-installed.	
	<i>Deletes standard front and rear carpeted floor mats.</i>	

Dealer Installed Options

AHQAB	First Aid Kit	\$50.00
	<i>Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.</i>	
FIMAE	Front & Rear Mudflaps Kit	\$184.00
	<i>Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.</i>	
AHMAB	Roadside Assistance Kit	\$70.00
	<i>Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.</i>	

Emissions

425	50-State Emissions System	\$0.00
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Exterior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing

Agenda Item #8.

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Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
Interior Color		
CE_02	Ebony w/Cloth Bucket Seats	N/C
Additional Options		
XTRLR	Xtrlr Amount	\$0.00
X3K	3.80 RATIO REGULAR AXLE	N/C
W12	112 INCH WHEELBASE	N/C
OPTADJ	Option Adjustment	\$0.00
MISC1	Miscellaneous Charges	\$0.00
FIMAE	Front & Rear Mudflaps Kit	\$184.00
B4A	NET INVOICE FLEET OPTION (B4A)	N/C
AHQAB	First Aid Kit	\$50.00
AHMAB	Roadside Assistance Kit	\$70.00
ADJ1	FORD FLEET SPECIAL ADJUSTMENT	\$0.00
A3P	CLASS D 5001-6000 LBS	N/C
89E	EBONY	N/C
88C	CLOTH BUCKET SEATS	N/C
774	SE	N/C
64H	18" SPARKLE SLVR PTD ALUM WHL	N/C
58S	AM/FM WITH SIRIUS XM	N/C
576	AUTO DUAL ZONE CLIMATE CTRL	N/C
50E	JOB #1 ORDER	N/C
201	5440 LB GVW	N/C

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Agenda Item #8.

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Clatsop County

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10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

As Configured Vehicle (cont'd)

Code	Description	MSRP
Fleet Options		
90P	8-Way Power Driver's Seat & Power Recline (Fleet) Requires valid FIN code. <i>(Fore/aft, up/down, lumbar).</i>	\$395.00
SUBTOTAL*		\$39,793.00
Destination Charge		\$1,495.00
TOTAL		\$41,288.00

***IMPORTANT!** Under certain conditions, such as units with special orders (VSO) or other unique configurations (such as Stripped Chassis), the vehicle may load into AccuQuote differently than what was originally configured and produced. Dealer: Pricing and vehicle configuration should be validated via Invoice or a different source before customer quoting.

Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$38,365.00
Options	\$1,124.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$40,984.00

Pre-Tax Adjustments

Code	Description	MSRP
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$2,500.00
1656	As per state contract #1656	\$0.00
Subtotal		\$38,484.00

Sales Taxes

Code	Description	MSRP
CAT	Corporate Activity Tax	\$153.94
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$192.42
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
Subtotal		\$38,830.36

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Agenda Item #8.

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Clatsop County

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10/25/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

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2024 Edge 4dr AWD SE (K4G)

Price Level: 415 | Stock No: G40966 | VIN: 2FMPK4G96RBA23536 | Quote ID: Clat24K4G

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
<i>CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.</i>		
E-Doc	Doc fee for E-Plates	\$75.00
<i>Doc fee for processing E-Plates</i>		
E-RegPlate	Plate and registration for E-Plates	\$30.50
<i>\$25.50 Plate fee \$5.00 Registration</i>		
Title20-39	Title for vehicles getting 20-39 MPG avg	\$106.00
Subtotal		\$39,042.16
Total		\$39,042.16

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

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Agenda Item #8.

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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Purchase of a new John Deere Tractor with Mower/Chopper
Category: Consent Calendar
Presented By: TJ Hecox, Fleet Manager

Issue Before the Commission: Purchase of a 2023 6110M Tractor with DBM-C-P Diamond Mower/Chopper

Informational Summary: The Public Works Department has budgeted for the addition of Tractor Mower/Chopper to assist with vegetation control county wide. This Tractor will help decrease down time due to the wear on these vegetation management machines. The County has demoed several different combinations of tractor mower setups and feel this best fits the needs for Public Works. This Tractor would be purchased on the Sourcewell Ag Tractors 110719-JDC contract for a total of \$234,900.44. Sourcewell contracts comply with the State of Oregon purchasing requirements.

Fiscal Impact: This purchase was budgeted in the Fleet Replacement Fund. The purchase price is less than budgeted.

Requested Action:

Approve the purchase of a 6110M John Deere with a Diamond DBM-C-P Mower from Pape Machinery in the amount of \$234,900.44.

Attachment List

- A. Pape Machinery quote Sourcewell Contract110719-JDC (PG 1P CG 70)

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:

Ben Records

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113

Tel: 503-648-1171

Fax: 503-640-4035

Email: brecords@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

Quote Summary

Prepared For:
Delivering Dealer:

Pape Machinery, Inc.
 Ben Records
 3793 Baseline Street
 Cornelius, OR 97113
 Phone: 503-648-1171
 brecords@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 29805397
Created On: 17 October 2023
Last Modified On: 17 October 2023
Expiration Date: 16 November 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6110M Cab Tractor	\$ 128,410.84 X	1 =	\$ 128,410.84
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date: August 9, 2023			
DIAMOND H DIAMOND MOWERS DBM-C-P	\$ 106,489.60 X	1 =	\$ 106,489.60
Contract:			
Price Effective Date:			
Equipment Total			\$ 234,900.44

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 234,900.44
Trade In	
SubTotal	\$ 234,900.44
Est. Service Agreement Tax	\$ 0.00
Total	\$ 234,900.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 234,900.44

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
3793 Baseline Street
Cornelius, OR 97113
503-648-1171
agcornelius@papemachinery.com

Selling Equipment

Quote Id: 29805397 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

JOHN DEERE 6110M Cab Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
 \$ 128,410.84

Price Effective Date: August 9, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 138,901.00	24.00	\$ 33,336.24	\$ 105,564.76	\$ 105,564.76
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
335A	4 Electronic SCVs (450 Series)	1	\$ 6,304.00	24.00	\$ 1,512.96	\$ 4,791.04	\$ 4,791.04
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1554	AutoPowr™ Infinitely Variable Transmission (IVT™) - 40 km/h	1	\$ 13,669.00	24.00	\$ 3,280.56	\$ 10,388.44	\$ 10,388.44
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2083	6M Cab - Basic Cab with RH Console	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2141	Economy Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2510	Mirrors - Standard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Hydraulic Pump - 114 l/min	1	\$ 2,448.00	24.00	\$ 587.52	\$ 1,860.48	\$ 1,860.48
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Draft Links with Telescopic Ball End - Category 3N / Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4212	Center Link with Hook End - Category 3/2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29805397 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5214	Rear Wheels 480/80R34 - Special Profile	1	\$ 1,556.00	24.00	\$ 373.44	\$ 1,182.56	\$ 1,182.56
5915	Rear and Front Tire Brand - Nokian	1	\$ 220.00	24.00	\$ 52.80	\$ 167.20	\$ 167.20
6045	4WD Front Axle - Unsuspending	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	Front Wheels 400/80R24 - Special Profile	1	\$ 1,066.00	24.00	\$ 255.84	\$ 810.16	\$ 810.16
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8300	Cold Start Package I	1	\$ 465.00	24.00	\$ 111.60	\$ 353.40	\$ 353.40
8380	Preparation for Front Auxiliary Drive	1	\$ 869.00	24.00	\$ 208.56	\$ 660.44	\$ 660.44
8725	Beacon Light	1	\$ 302.00	24.00	\$ 72.48	\$ 229.52	\$ 229.52
8747	Battery 12 V/174 AH	1	\$ 170.00	24.00	\$ 40.80	\$ 129.20	\$ 129.20
8782	Backup Alarm	1	\$ 689.00	24.00	\$ 165.36	\$ 523.64	\$ 523.64
Standard Options Total			\$ 27,758.00		\$ 6,661.92	\$ 21,096.08	\$ 21,096.08
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
1	PDI	1	\$ 1,750.00	0.00	\$ 0.00	\$ 1,750.00	\$ 1,750.00
Dealer Attachments Total			\$ 1,750.00		\$ 0.00	\$ 1,750.00	\$ 1,750.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 168,409.00		\$ 39,998.16	\$ 128,410.84	\$ 128,410.84

DIAMOND H DIAMOND MOWERS DBM-C-P

Selling Equipment

Quote Id: 29805397 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 3793 Baseline Street
 Cornelius, OR 97113
 503-648-1171
 agcornelius@papemachinery.com

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract:

\$ 106,489.60

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DIAMOND MOWERS DBM-C-P	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options - Per Unit							
1	22 Foot Rear Cradle Boom - includes boom, mounting	1	\$ 51,091.00	20.00	\$ 10,218.20	\$ 40,872.80	\$ 40,872.80
1	Hydraulic Trap Door 50" & 60" Roaatary Heads	1	\$ 1,322.00	20.00	\$ 264.40	\$ 1,057.60	\$ 1,057.60
1	Factory Authorized Mounting - Rear Cradle Mowers	1	\$ 7,575.00	0.00	\$ 0.00	\$ 7,575.00	\$ 7,575.00
107	Five Function Joystick	1	\$ 13,525.00	20.00	\$ 2,705.00	\$ 10,820.00	\$ 10,820.00
114	Front Axle Stabilizer	1	\$ 1,697.00	20.00	\$ 339.40	\$ 1,357.60	\$ 1,357.60
120	Hydraulic Rotary Head Rotator	1	\$ 3,814.00	20.00	\$ 762.80	\$ 3,051.20	\$ 3,051.20
DBR050 - H	50" Boom Rotary	1	\$ 15,752.00	20.00	\$ 3,150.40	\$ 12,601.60	\$ 12,601.60
RSF075 - C	75" Heavy Duty Rear Swing Flail	1	\$ 26,731.00	20.00	\$ 5,346.20	\$ 21,384.80	\$ 21,384.80
Standard Options Total			\$		\$ 22,786.40	\$ 98,720.60	\$ 98,720.60
			121,507.00				
Other Charges							
	Freight	1	\$ 7,769.00			\$ 7,769.00	\$ 7,769.00
			\$ 7,769.00			\$ 7,769.00	\$ 7,769.00
Suggested Price						\$ 106,489.60	
Total Selling Price			\$		\$ 22,786.40	\$	\$
			129,276.00			106,489.60	106,489.60

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

- 1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
- 2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
- 3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
- 4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.
- 5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.
- 6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

- 7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.
- 8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. **THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.
- 9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.
- 10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.
- 11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.
- 12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Yamhill Detention Bed Rental, Amendment No. 3
Category: Consent Calendar
Presented By: Kelly Braaten, Director

Issue Before the Commission: Yamhill Detention Bed Rental, Amendment No.3.

Informational Summary: Amendment No.3 shows an increase to the daily rate from \$168.00 to \$180.00 per day, per youth. It also shows cost of \$148.00 per day, per youth for each youth admitted on any given day over the guaranteed 1 bed Clatsop County pays for. The current FY 23-24 budget for Detention bed rental should be sufficient to cover Amendment No.3.

Fiscal Impact: No additional fiscal impact above budgeted amount in FY 23-24

Requested Action:

Authorize County Manager to sign "Amendment No.3 Agreement for housing of Juvenile Offenders (Yamhill County and Clatsop County)" to increase the daily rate from \$168.00 to \$180.00 per day, per youth and \$148.00 per day, per youth for each youth admitted over the guaranteed 1 bed, and any subsequent amendments.

Attachment List

- A. Original Contract
- B. Amendment No. 3

**AMENDMENT NO. 3
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Clatsop County)**

THIS AMENDMENT NO. 3 (“Amendment #3”) shall be made effective as of the last date set forth adjacent to the signatures of the parties below, between **YAMHILL COUNTY**, a political subdivision of the State of Oregon (“Yamhill”), and **CLATSOP COUNTY**, a political subdivision of the State of Oregon (“Clatsop”), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS

1. Yamhill and Clatsop are parties to that certain agreement dated June 27, 2019 (the “Underlying Agreement”), memorialized in Yamhill’s records as BO#19-217, pursuant to which Clatsop is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders. The Underlying Agreement was first amended effective April 29, 2021 (“Amendment No. 1”), memorialized in Yamhill’s records as BO#21-142, and amended again effective July 7, 2022 (“Amendment #2”), memorialized in Yamhill’s records as BO 22-220.
2. Yamhill and Clatsop now desire to further modify the Underlying Agreement upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 1.a(2), 1.a(3) and 1.a(4) of the Underlying Agreement, as previously amended, are hereby deleted in their entirety and replaced with the following:
 - “(2) GUARANTEED BEDS. There shall be reserved to the exclusive use of Clatsop on a continuous twenty-four hour a day basis one (1) bed space within the detention center for juveniles who qualify for placement beginning October 1, 2023. The cost of bed space is set forth in Section 3, below.
 - (3) EXTRA BEDS. To the extent additional bed space in excess of one (1) bed space is desired by Clatsop and is deemed available by Yamhill in its sole judgment, Yamhill may offer the additional bed space to Clatsop. If Yamhill determines that it requires the bed space for its own use, Clatsop shall be required to vacate any beds in excess of the one (1) guaranteed bed. The cost of extra bed space is set forth in Section 3, below.
 - (4) Yamhill, acting through its staff at the detention center, shall have discretion to refuse acceptance of any juvenile placed under this Agreement where it reasonably believes such placement does not comply with lawful requirements of detention center regulations, State statutes or court order, or when

it appears that the mental or physical condition of the juvenile requires immediate medical attention.”

2. Section 3.a(1) (“Base cost for guaranteed beds”) of the Underlying Agreement, as previously amended, is hereby deleted and replaced in its entirety by the following language:

“3.a(1) Base cost for guaranteed beds. Beginning October 1, 2023, through June 30, 2024, the base cost to Clatsop shall be \$180.00 per bed per day for one (1) bed, for a total daily charge of \$180.00 and a total charge of \$43,740.00. Beginning July 1, 2024, the base cost to Clatsop shall increase by \$30.00 per bed per day for one (1) bed, for a total daily charge of \$210.00 and a total charge of \$76,650.00. Beginning July 1, 2025, the base cost to Clatsop shall increase by an additional \$30.00 per bed per day for one (1) bed, for a total daily charge of \$240.00 and a total charge of \$87,600.00. Beginning July 1, 2026, the base cost to Clatsop shall increase by an additional \$30.00 per bed per day for one (1) bed, for a total daily charge of \$270.00. and a total charge of \$98,550.00. Beginning July 1, 2027, and for each twelve-month period thereafter, the base cost to Clatsop per bed per day for one (1) bed shall increase by the greater of either three percent (3%) or the amount of the seasonally adjusted CPI-U, West-Size Class B/C, effective December 31st of the preceding year. For example, beginning July 1, 2027, the base cost to Clatsop per bed per day would increase by the greater of three percent (3%) or the seasonally adjusted CPI-U, West-size Class B/C effective as of December 31, 2026.

The base cost shall be paid in monthly installments equivalent to one-twelfth of the annual charge, on or before the 15th of the month services are rendered, with the first installment due within ten (10) days of Clatsop’s approval of this Amendment #3.

3. Section 3.a(2) (“Extra beds”) of the Underlying Agreement, as previously amended, is hereby deleted and replaced in its entirety by the following language:

“3.a(2) Extra beds. Beginning October 1, 2023, to the extent extra beds beyond the one (1) guaranteed bed is desired by Clatsop and deemed available on a particular day by Yamhill, Clatsop shall pay \$148.00 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2024, the extra bed cost to Clatsop shall be \$200 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2025, the extra bed cost to Clatsop shall increase to \$228 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2026, the extra bed cost to Clatsop shall increase to \$257 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2027, and for each twelve-month period thereafter, the cost to Clatsop for each extra bed per day shall increase by the greater of either three percent (3%) or the amount of the seasonally adjusted CPI-U, West-Size Class B/C, effective December 31st of the preceding

year. For example, the percentage increase for July 1, 2027 would be the greater of three percent (3%) or the seasonally adjusted CPI-U, West-size Class B/C effective as of December 31, 2026.

The extra bed cost shall be paid in monthly installments equivalent to one-twelfth of the annual charge, on or before the 15th of the month services are rendered, with the first installment due within ten (10) days of Clatsop's approval of this Amendment #3.

4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #3, the Underlying Agreement, as previously amended, shall remain unchanged and continue in full force and effect. All terms, covenants, and conditions of the Underlying Agreement, as previously amended, not expressly modified herein are hereby confirmed and ratified and remain in full force and effect and constitute valid and binding obligations of Yamhill and Clatsop enforceable according to the terms thereof.
5. **Authority.** Yamhill and Clatsop and each of the persons executing this Amendment #3 on behalf of Yamhill and Clatsop hereby covenant and warrant that: (i) each respective county has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such county (and each person executing this Amendment #3 on behalf of such county) to enter into this Amendment #3, and (ii) the person signing on behalf of such county is authorized to do so.
6. **Binding Effect.** All of the covenants contained in this Amendment #3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.
7. **Counterparts.** This Amendment #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

(Signature page follows)

IN WITNESS WHEREOF, the parties have hereto caused this Amendment #3 to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CLATSOP COUNTY

YAMHILL COUNTY

_____, Chair
Printed Name: _____

Lindsay Berschauer, Chair

Date: _____

Date: _____

Printed Name: _____
Community Corrections Director
Clatsop County

Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Printed Name: _____
Clatsop County Counsel

Christian Boenisch
Yamhill County Counsel

RECORDED

26939

JUL - 9 2019

Doc# 2019070050

AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
YAMHILL COUNTY/ CLATSOP COUNTY

July 1, 2019 through June 30, 2020

This Agreement is made by and between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Clatsop County, a political subdivision of the State of Oregon, ("Clatsop"), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS:

A. Yamhill operates a juvenile detention center, which opened in 1996. It is referred to in this Agreement as "the detention center." The detention center includes housing space that may not be required by Yamhill from July 1, 2019- June 30, 2020 for incarceration of juvenile offenders lawfully in its custody. Clatsop desires to detain in a humane and secure environment certain male and female juvenile offenders, but lacks sufficient bed space to meet its needs. Clatsop desires to enter into a "space available" contract with Yamhill County to house juvenile offenders in the detention center. In order to partially offset its maintenance costs for operation of the detention center while still maintaining adequate space for its own needs, Yamhill is willing to make bed space available to Clatsop in accordance with this agreement.

B. This Agreement in adopted by Yamhill and Clatsop under authority of ORS 203.010, which allows a county to make all necessary contract, and ORS 190.010, which allows one county to perform services under contract for another county. NOW, THEREFORE,

AGREEMENT: IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND
CONDITIONS STATED BELOW, YAMHILL AND CLATSOP AGREE AS FOLLOWS;

1. YAMHILL SHALL PERFORM AS FOLLOWS:

a. Admission Services.

(1) Any child of either sex shall be admitted upon placement by an authorized member of the Clatsop County Juvenile Department or designee upon order of any court of competent jurisdiction to require detention of such juvenile, subject to the conditions stated in this Agreement.

(2) EXTRA BEDS ("Space Available") To the extent additional bed space is available Yamhill, in its sole discretion and judgment and based on its own projected bed needs shall determine whether or not to offer any such additional bed space to Clatsop. If Yamhill determines that it requires the bed space for its own use or that of the contract for guaranteed beds with Polk County, Yamhill, without any liability to Clatsop under this agreement, may decide not to offer any such additional bed space to Clatsop or Clatsop shall be required to vacate any beds utilized. The cost of bed space is set forth in Section 3, below.

(3) Yamhill, acting through its staff at the detention center, shall have discretion to refuse acceptance of any juvenile placed under this agreement where it reasonably believes such placement does not comply with lawful requirements of detention center regulations, State statutes, or court order, or when it appears that the physical condition of the placed inmate requires immediate medical attention.

b. Supervision Services.

3.0.19-217

(1) Placed Juveniles admitted under this Agreement shall receive the quality, level, and manner of care and supervision by Yamhill as furnished to detained juveniles placed from within Yamhill County.

(2) No emergency services shall be required of Yamhill by this agreement; but if Yamhill determines that a need for emergency services of any kind exists, that determination shall control, and Yamhill is hereby authorized to take appropriate action to secure such services. Yamhill shall provide Clatsop with immediate notice of such services and Clatsop shall reimburse Yamhill for any expenses connected therewith over and above the base charge established in section 3 of this agreement.

c. Release Services. Yamhill shall release juveniles placed under this agreement only upon notification by persons authorized by Clatsop or pursuant to court order, provided however, that Yamhill, upon written notice to the Clatsop County Juvenile Department may act to require release of any inmate whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Clatsop from the duty to monitor the period that an inmate is detained. Clatsop agrees to defend and hold Yamhill harmless from any claim of detention in excess of lawful limits brought by or on behalf of any inmate placed as provided above unless said claim arises due to negligent, wrongful, or intentional acts of Yamhill.

2. CLATSOP SHALL PERFORM AS FOLLOWS:

a. Written Statement of Custody Basis. Clatsop shall provide a written statement to Yamhill for each juvenile detailing the basis for custody and the length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement.

b. Authorization to Act. Clatsop shall provide Yamhill current identities or persons authorized to act under this agreement on behalf of the Clatsop County Juvenile Department. Clatsop shall obtain as required by the Oregon Juvenile Code such designations and permissions as shall permit implementation of this Agreement.

c. Transportation. Clatsop shall provide all transportation to and from the detention center or to and from other facilities as may be necessary pursuant to this agreement (i.e. hospital, medical clinic, etc.), at no expense to Yamhill.

d. Release Information. Clatsop shall provide any required written evidence of authorization or other reports necessary to release any inmate placed under this Agreement.

e. Emergency Services. Clatsop shall pay to Yamhill all expenses reasonably incurred by Yamhill to provide emergency medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of any inmate placed under this Agreement. In no event shall Yamhill bill Clatsop for more than Yamhill's out-of-pocket expenses incurred in providing emergency services.

f. Extraordinary Care. Upon prior notification by Yamhill, Clatsop shall reimburse Yamhill for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision customarily furnished to detained inmates, including but not limited to specially tailored clothing or footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.

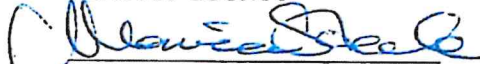
B. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement; if Contractor engages in any act that would subject either County or Contractor to criminal liability; upon dissolution of County or Contractor; if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement; or upon any of the following: (i) the insolvency of the Contractor, (ii) the filing of a voluntary or involuntary petition by or on behalf of Contractor under federal bankruptcy law, (iii) upon a party entering into an agreement with creditors for the liquidation of its assets, or (iv) upon the appointment of a receiver or trustee to take charge of all the assets of Contractor, County will provide written notice of termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is immediately terminated. However, any obligations existing at the time of termination will survive termination.


C. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County

8. ATTORNEY FEES AND COSTS. In the event an action, suit, or proceeding, including appeals there from, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs, and disbursements for said action, suit, proceeding, or appeal.

9. ENTIRE AGREEMENT. This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

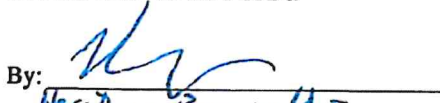
IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CLATSOP COUNTY

MONICA STEELE
Interim County Manager
Date: 6/20/19

YAMHILL COUNTY

RICHARD (RICK) OLSON, Chair
Date: 6/27/19


JESSICA BEACH
Community Justice Director

APPROVED AS TO FORM:

By: 
Heather Reynolds
Clatsop County Counsel

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
Yamhill County Counsel

HOUSING OF JUVENILE OFFENDERS- Clatsop and Yamhill
July 1, 2019- June 30, 2020

Accepted by Yamhill County
Board of Commissioners on
6/27/19 by Board Order
19-217

- g. Counseling Services. Clatsop shall provide all pre-adjudicative and post adjudicative counseling services for juveniles placed with Yamhill under this Agreement, and shall provide such notification as may be required to any placed juveniles' parents or legal guardians prior to placement with Yamhill.
- h. Payment. Clatsop shall promptly pay Yamhill any amount due as set forth in Section 3.
- i. Court Orders. Clatsop shall furnish promptly to Yamhill in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile.
- j. Removal of Juveniles. Clatsop shall remove, including transportation, any placed juvenile that Yamhill determines, in its sole discretion, need to be removed pursuant to this agreement or that Yamhill determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours' notice from Yamhill.

3. COST.

- a. Base cost for Extra "Space Available" beds. From July 1, 2019 through June 30, 2020, the base cost to Clatsop shall be \$158 per bed per day. Payments will be made to Yamhill County Juvenile Department, 535 NE Fifth St., McMinnville, OR 97128.
- b. Other costs. In addition to the cost for such "space available" beds, Clatsop shall pay upon demand any sums otherwise required by this agreement, including but not limited to the costs of emergency services. Charges for additional services shall be billed monthly and paid by Clatsop within 30 days of receipt of the bill.

4. **LIABILITY.** It is understood by the parties that any and all employees of the detention center are employees of Yamhill and are not employees, agents, or representative of Clatsop unless acting at the specific instance of or on the instructions of Clatsop. If Yamhill is sued for wrongful detention of juveniles placed by Clatsop under this Agreement, Clatsop is responsible and shall pay for any judgment against Yamhill, including all costs, disbursements, and attorneys' fees for said wrongful detention. Yamhill shall be responsible for any liability arising from the operation of the detention center pursuant to the Oregon Tort Claims Act and shall indemnify Clatsop for any loss proximately and legally caused by the conduct of Yamhill's officers, agents, or employees.

5. **AMENDMENTS.** This Agreement may be modified or amended only by the joint written agreement of the parties. This Agreement may be amended if Yamhill contracts with other counties at a reduced rate.

6. **TERM AND RENEWAL.** The initial term of this Agreement is from July 1, 2019 through June 30, 2020. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

7. **TERMINATION; NO ENCUMBRANCE OR EXPENDITURE AFTER NOTICE OF TERMINATION.**

A. Either party may terminate the Agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Legislative Representation and Lobbying Services Agreement with CFM Advocates
Category: Consent Calendar
Presented By: Amanda Rapinchuk, Management/Policy Analyst

Issue Before the Commission: Legislative representation and lobbying services agreement between CFM Advocates and Clatsop County for services between November 1, 2023 through August 31, 2025.

Informational Summary: The County's current Personal/Professional Services Agreement with Pac/West Lobby Group for legislative consulting services expired on October 31, 2023. On July 17, 2023, County staff [issued](#) a [Request for Proposals \(RFP\)](#) for legislative representation and lobbying services, inviting firms to submit proposals for services projected to start November 2023.

Three lobbying firms submitted qualifying proposals. The RFP evaluation committee reviewed each proposal and conducted interviews with all three firms. CFM Advocates was the highest scoring firm.

Attached is a proposed agreement between the County and CFM Advocates for legislative representation and lobbying services from November 1, 2023 through August 31, 2025.

Fiscal Impact: \$142,000 (not to exceed amount) for services

- State Services: monthly payment of \$5,000 over 22 months
- Federal Services: monthly payment of \$4,000 over 8 months

Requested Action:

"I move that the Board approve the attached Personal/Professional Services Agreement (#C8562) between Clatsop County and CFM Advocates for a not to exceed amount of \$142,000.00, authorizing the County Manager to sign the Agreement and all subsequent amendments."

Attachment List

A. Personal/Professional Services Agreement



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8562

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** (“County”) and **CFM Advocates** (“Contractor”). Whereas County has need of legislative representation and lobbying services which Contractor has agreed to provide; and Whereas, Contractor represents that it can perform such duties in a professional and timely manner; NOW THEREFORE, in consideration of the sum **not to exceed \$142,000.00** to be paid to Contractor by County upon receipt of invoices for services rendered as described herein, Contractor agrees to perform between **November 1, 2023 through August 31, 2025**.

1. **SERVICES, INVOICING, AND PAYMENT TERMS**

a. **State Services and Invoicing**

- i. Services: Contractor agrees to perform State legislative representation and lobbying services as described in the attached Scope of Work (Exhibit A) between November 1, 2023 through August 31, 2025.
- ii. Invoicing: The sum allocated for State services is not to exceed \$110,000.00. Each month Contractor shall submit an invoice for State services in the flat fee amount of \$5,000.00.

b. **Federal Services and Invoicing**

- i. Services: Contractor agrees to perform Federal legislative representation and lobbying services as described in the attached Scope of Work (Exhibit A) between November 1, 2023 through June 30, 2024.
- ii. Invoicing: The sum allocated for Federal services is not to exceed \$32,000.00. Each month Contractor shall submit an invoice for Federal services in the flat fee amount of \$4,000.00.

- c. **Payment Terms**: Subject to the availability of funds and Section 15 (Funding), County shall make monthly payments to Contractor for rendering the services listed in this Contract. Contractor will not expend funds on the delivery of a service in excess of the amount reasonable and necessary to provide quality service. Funds may only be used for the delivery of required services, but County agrees to reimburse Contractor for reasonable expenses including postage, photocopies, conference calls, and other customary expenses.

2. **COMPLETE AGREEMENT**. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

3. **WRITTEN NOTICE**. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

4. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

5. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

6. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

7. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

8. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

9. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

(approved by County Counsel) N/A (Contractor's Initials) _____

10. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
11. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, national origin, Limited English Proficiency (LEP), age, sex, gender identity, sexual orientation, pregnancy, marital and family status, political affiliation, disability, military status, or genetic information, as well as other classifications protected by applicable federal, state, or local laws. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
13. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
14. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
15. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service. Contractor represents that it shall use funds provided by this Agreement solely for the purposes identified in Exhibit A. Any funds not used for such purposes shall be returned to County.
16. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
17. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
18. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
19. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS

305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip

Proposal to Clatsop County from CFM Advocates for State and Federal Lobbying Services

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August 25, 2023

Amanda Rapinchuk
800 Exchange Street
Suite 410
Astoria, OR 97103

RE: Proposal for State and Federal Legislative Representation and Lobbying Services

Dear Ms. Rapinchuk,

CFM Advocates respectfully submits this proposal to provide Clatsop County with state and federal lobbying services.

Our firm has a long history of successfully representing municipal governments, large and small, rural and urban. Additionally, our team has a unique composition that allows us a seat at nearly every table in the policy making arena, including Oregon's Coastal Caucus.

CFM recognizes the County's focus on state legislative activity with an interest in exploring federal lobbying representation. A unique benefit to working with CFM is the ability to align your state and federal objectives by leveraging our state affairs team in Salem and our federal affairs team in DC. We have extensive experience coordinating services between our state and federal teams, providing efficiency to joint advocacy efforts.

Thank you for considering CFM for the County's legislative advocacy needs. As we move through the RFP process, please use Cindy Brown (cindy@cfmpdx.com) as our single point of contact. We look forward to continuing the conversation!

Sincerely,

Dale Penn II, Partner/State Affairs

Joel Rubin, Partner/Federal Affairs





Qualifications and Experience

About CFM Advocates

Founded in 1990, CFM Advocates (CFM) is a fully integrated consulting firm with practice areas in federal and state lobbying and local public affairs. We are based in the Pacific Northwest with full-time staff in Portland, Vancouver, Salem, and Washington, DC. We pride ourselves in providing clients with a range of advocacy services centered on careful listening, strategic communications, and principled advocacy.

CFM has multiple business lines that include state lobbying, federal lobbying, public affairs, and crisis communication. Our state and federal lobbying practices include a diverse set of private and public clients that allows us to work on a wide range of policy issues.

State Lobbying Services

For over 30 years, CFM has represented a broad range of non-profit, private sector, and public agency entities. During this time, we've helped our clients establish effective state affairs strategies by building long-term relationships with policymakers, setting achievable legislative agendas and monitoring legislation and policy discussions that have long-term effects on Oregon's political climate. We do this with the lens to maintain or improve each client's reputation.

CFM has a long history of representing local governments in Oregon. We represent communities both large and small, urban and rural, and have experience securing budget asks as well as advocating both for and against bills in the legislature. We understand the dynamic between local governments and the Oregon legislature, and the challenges that come with that. Our work for local governments ranges from simply monitoring legislation to advocating for one specific financial ask to comprehensive lobbying on any number of policy issues.

Federal Lobbying Services

Since our founding, CFM has maintained a physical presence in Washington, DC, guiding local government clients through an ever-changing political environment and achieving their legislative and funding objectives. Our bipartisan team has worked extensively with elected officials at all levels of government. We are former senior level congressional staffers who guided legislative goals and managed relationships on behalf of U.S. Senators and Representatives. Our long-standing record of success is nationally recognized by Bloomberg Government as being one of only 10 federal lobbying firms (out of more than 11,000) that has retained 100 percent of its clients over a four-year period. This reflects our intense focus on customer service and going the extra mile to ensure the success of our clients.



For 33 years, we have successfully represented clients in the Pacific Northwest helping them navigate the federal process, advocate for or against legislation, and secure grants, earmarks, and program plus-ups (adding money to existing accounts in order to fund more programs and projects). We have secured significant funds for our clients by crafting winnable projects and implementing targeted funding strategies. CFM covers all aspects of the grant and earmark process from start to finish, from working with you to develop a list of eligible projects, drafting grant and earmark applications, and advocating for your priorities with the congressional delegation and federal agencies. Over the last three years, CFM secured more than \$145 million in federal grants for our clients including funding from more than a dozen sub-agencies from a broad range of funding accounts. We have also helped our clients secure over \$86 million in federal earmarks in just two years since Congress revived the practice. As a result, our federal affairs clients are averaging a 62:1 return on investment.

Understanding of Oregon's Rural, Coastal, and Recreational Counties

The team at CFM is intimately familiar with the unique issues affecting Oregon's coastal communities. The decline in natural resource-related industries such as fishing and logging has created economic hardship for communities up and down the coast and across the state. Some of the losses in those industries have been offset by tourism, especially in Clatsop County, but that brings with it its own set of challenges. There are few counties in Oregon that match the influx of tourists that Clatsop County sees on an annual basis, particularly compared to the resident population.

While decisions are made in Salem, the impacts are felt statewide, and there is often a disconnect between the two. This often adversely affects rural communities, resulting in immense frustration. Effective advocacy at the Capitol can help shape the narrative and policy discussion, delivering better results for communities throughout the state. The same can be said about policymaking in Washington, DC.

Establishing and Maintaining Strong Working Relationships

CFM's trademark is strategic communications. Relationships are important when it comes to a sophisticated advocacy program. Because we are an Oregon firm with full-time offices in Salem and Washington, DC, we work daily with state legislators, the Oregon congressional delegation and its staff, as well as other key players on Capitol Hill and numerous state and federal agencies. Decision makers know us and trust us.

We work hard to maintain the relationships we have spent years cultivating. In our view, the best way to keep our relationships fresh is to stay in constant contact with those who have influence. CFM's state lobbyists have relationships with all 90 state lawmakers and their staff, as well as with fiscal, revenue and committee services staff. This enables CFM to see and understand issues that may not directly affect the County, but could impact its interests by slowing, derailing or propelling



legislation of interest to others. CFM team members have served in a wide range of staff roles, including for legislative leadership, the co-chairs of ways and means and key committee chairs, enabling us to provide clients important insight into the closed-door decision-making that will impact the County's priorities. More importantly, CFM's experience, combined with our strong relationships with policymakers and staff, ensures team members are in the right place at the right time to achieve results for the County.

Our team has relationships with legislators, agency directors, Governor's Office, and staff that we will depend on to achieve the County's legislative goals. Although there will be significant turnover in legislative seats prior to 2025, relationships with returning legislators include, but are not limited to:

County Legislative Representatives

Representative Cyrus Javadi
Senator Suzanne Weber

Leadership

Speaker of the House, Representative Dan Rayfield
House Republican Leader, Representative Vikki Breese-Iverson
House Democratic Leader, Representative Julie Fahey
Senate President, Senator Rob Wagner
Senate Republican Leader, Senator Tim Knopp
Senate Democratic Leader, Senator Kate Lieber

Relevant Committee Chairs

Representative Tawna Sanchez, D-Portland, Co-Chair of the Joint Committee on Ways & Means
Senator Elizabeth Steiner Hayward, D-Portland, Co-Chair of the Joint Committee on Ways & Means
Representative Jason Kropf, D-Bend, Chair of the House Judiciary Committee
Representative Paul Evans, D-Salem, Chair of the Joint Committee on Ways & Means Subcommittee on Public Safety
Representative Ken Helm, D-Washington County, Chair of House Agriculture, Land Use & Water Committee
Representative Pam Marsh, D-Ashland, Chair of House Environment & Natural Resources Committee
Representative Janelle Bynum, D-NE Portland, Chair of the House Economic Recovery & Small Business Committee
Representative Rob Nosse, D-Portland, Chair of the House Health Care Committee
Senator Kate Lieber, D-Portland, Chair of Senate Energy and Environment Committee
Senator Fred Girod, R-Stayton, Co-Chair of the Joint Committee on Ways & Means Subcommittee on Capitol Construction



Our team of federal lobbyists stays in regular contact with those who will be Clatsop County's best allies and with those who will have influence over its federal agenda. CFM has known most members of the Oregon delegation for decades and we have particularly strong relationships with Senator Merkley, Senator Wyden, and Representative Bonamici.

Unlike big DC firms, your delegation knows us and knows we are an Oregon firm that relies on our reputation. We are not putting forward projects that meet short-term objectives, hide complications, and create longer-term challenges. In a funding environment facing public scrutiny, CFM representation means something to the Oregon delegation. This reliability is critical in the appropriations and legislative process.

Besides the Oregon delegation, we have deep relationships with key congressional leaders, committee members outside your delegation and congressional and agency staff. Our work for clients goes beyond legislative activities and reaches into the administrative/regulatory arena. We regularly deal with agencies such as the U.S. Army Corps of Engineers, Federal Emergency Management Agency, Departments of Transportation, Housing, Health & Human Services, Labor, Justice, Defense, Treasury, Education, Agriculture (U.S. Forest Service), Environmental Protection Agency and the Interior Department (National Park Service & BLM).

We also have a deep network of contacts with the coalitions and associations important to Clatsop County including the National Association of Counties, and other collaborative organizations such as the Oregon Association of Counties, the National League of Cities, Conference of Mayors, and the National Conference of State Legislatures. We know that collaboration on some issues is important, and we develop strategies for clients to align with associations when necessary.

Legislative Information and Bill-tracking Software

Our state affairs team utilizes CM3 for bill tracking in the Oregon legislature. A sample report can be found in the appendix. Our federal affairs team uses CQ Roll Call for tracking legislation in Congress.

Project Understanding and Approach

Lobbying Strategy

CFM takes a comprehensive approach to state lobbying. We have a five-person team that traditionally is in the halls of the Capitol whenever the legislature convenes. Members of our team have worked in legislative offices, executive agencies and served on committees. We lobby, and we've been lobbied, so we know the importance of building trusted political relationships. We go the extra mile to stay closely allied with leadership and their staff, influential members and rising



political stars. This has allowed us to “get in the door” when necessary and achieve policy and budget victories for our clients.

At the end of the day, our approach to state lobbying is tailored to meet each client’s objectives. Just as no two bills are alike, we know that each client’s needs and goals are different. We don’t use a cookie cutter approach to lobbying; instead, we develop a strategy to advance each client’s unique priorities. This is critical to building positive political relationships and success in the short and long term. We know when to have discreet conversations with leadership and staff to either stop or advance legislation and when to do an all-out push with stakeholders to pursue your objectives.

Recent CFM State Team Successes

- Secured millions in funding for local governments, including funding for a broadband network for the City of Sherwood; \$5 million for the City of Eugene’s efforts to address homelessness; and, \$3 million for the City of Tigard for pedestrian improvements to Hall Blvd.
- Played a major role in the defeat of HB 3414, a bill that would negatively impact cities’ ability to plan for housing needs.
- \$5 million for the construction of an emergency operations center in Benton County.
- Assisted Benton County in securing an additional \$8.9 million in additional matching funds for construction of a new county courthouse.
- Secured more than \$30 million in human services and child welfare investments for clients in the 2019 legislative session by leading efforts to develop and pass SB 1.
- Doubled state funding for Oregon Court Appointed Special Advocates in 2021 by securing \$5.92 million in ongoing funding.
- Heavy involvement in 2017 Oregon Transportation Package, helping shape the employee payroll tax for transit services.

Recent CFM Federal Team Successes

CFM has delivered real results to Pacific Northwest public non-profit and private sector clients for years. We have been successful in securing millions of federal dollars for economic development, natural resource, education, transportation, and public safety projects across the region. Over the last three years, CFM secured more than \$145 million in federal grants for our clients including funding from more than a dozen sub-agencies from a broad range of funding accounts. **As a result, our federal affairs clients are averaging a 62:1 return on investment.**

In addition to federal grants, earmarks are back after a 10-year hiatus. With the first two rounds of earmarks now completed, CFM has secured funding for 52 projects in Oregon and Washington totaling over \$86 million. These projects range from road, transit, water, tourism, police equipment, crisis intervention and dredging. CFM is proud to note that all clients with CFM the last



two years have secured an earmark in the FY22 or FY23 appropriations legislation (**100% success**) and in FY23, 85% of CFM clients secured funding for at least one earmark.

Priority Issues for Clatsop County.

Floodplain Development

For over a decade, CFM's team has been working on floodplain development issues surrounding FEMA, NMFS, and the Endangered Species Act. CFM has advised multiple clients throughout the state that would be impacted by this overhaul in floodplain development policy and lobbied for relief on their behalf. Partnering with others to lobby the congressional delegation, including then House Transportation and Infrastructure Committee Chair Peter DeFazio, those efforts ultimately resulted in a three-year delay from restrictions as mandated by FAA reauthorization legislation. CFM has since been advocating for permanent relief from the changes for the communities we represent and would proudly be a voice for Clatsop County on these issues.

Forest Lands

CFM's team has extensive experience working in Congress on USFS policy, both in our current roles as lobbyists and previously for the Congressmen and Senators we worked for as staff members. Most recently, we have advocated on behalf of existing clients, including Marion County, for increased forest access, improved forest management, enhanced wildfire suppression, and greater flexibility and extensions of Secure Rural Schools funding. CFM has represented Marion County for 20 years, advocating for federal policy that meets the needs of its forested communities, including the following items:

- **Secure Rural Schools** - CFM has advocated for the extension of Secure Rural Schools and full funding for Payments in Lieu of Taxes (PILT) throughout our 20 years of representing Marion County, including seven separate extensions of the program since the program originally expired in 2006. CFM has been deeply involved with lobbying for previous extensions of SRS and PILT funds, working closely with members of the congressional delegation, particularly Senator Wyden, Senator Merkley, Rep. Bonamici, and others.
- **SRS Flexibility** - In March of 2018, we successfully achieved an effort we spearheaded on behalf of Marion County to secure a legislative fix that restored flexibility for counties to utilize expiring SRS Title III funds. The provision was ultimately included in the Fiscal Year 2018 Omnibus Appropriations Bill that extended the SRS program for two more years. Supported by Marion County, AOC, and others, our legislation allowed counties to use SRS Title III funds for critical law enforcement patrols, training, and equipment related to emergency response. This important correction freed up \$6.6 million in funds throughout Oregon that would have otherwise been clawed back by the U.S. Treasury at the end of the Fiscal Year.



- **Forest Management** - CFM has been lobbying the congressional delegation for decades in support of federal forest management reform, including more responsible management of both USFS lands and O&C forest lands. Specifically, we have advocated for a timely, responsible and sustainable plan for managing these lands that provides legal certainty and will revive timber production. Knowing the need for generating economic growth, jobs and financial stability in timber-dependent areas in Oregon, CFM has advocated on the County's behalf for policies that will improve forest health and provide additional jobs and stable revenue streams to fund schools, law enforcement, and other county operations.

Scope of Work

State Affairs

Decisions made in Salem can have a direct and profound impact on the County. CFM proposes a scope of work focused on direct advocacy, legislative and regulatory monitoring, strategic analysis and insider perspectives, and guidance on pending legislation or issues that may impact the County.

CFM closely coordinates with legislators and their staff during the interim to anticipate and prepare for legislation before it's introduced during legislative sessions. Monitoring and impacting legislation on the County's behalf involves maintaining contact with key legislators and committees with jurisdiction over issues important to the County. This approach has allowed CFM to develop an early warning system, alerting the County to relevant, impending legislation.

CFM works closely with state agency officials as legislation is developed, and after passage when laws are implemented. We routinely track the activities of several state agencies during the regulatory and rulemaking process and go the extra mile to maintain good relationships with senior state officials across a broad spectrum of state agencies.

In order to comply with Oregon Government Ethics Commission requirements, CFM traditionally registers all state team members as lobbyists for its clients. Our goal is to fully comply with all public disclosure requirements at the state, federal and local level.

During session, when legislation and policy conversations move quickly, CFM proposes the following plan based on the scope of work provided by the County:

Work Plan: Pre-Session and Interim

- Assist in developing a targeted, proactive legislative agenda and priorities and promoting those priorities to the right decision-makers in the Capitol, the Governor's office and state agency leadership;
- Review process for engagement in preparation of the legislative session;



- Meet with legislators to gain support for policy goals and develop positive relationships of behalf of the County;
- Work with stakeholders (Association of Oregon Counties, etc.) to foster partnerships and coalitions that benefit Clatsop County;
- Monitor interim discussions involving appropriations and funding opportunities at the state level;
- Monitor pertinent rulemaking and administrative activities resulting from legislative concepts in previous sessions; and
- Identify an efficient communication/reporting loop most helpful to the County's needs for use during interim and throughout session, including attending necessary Board of Commissioner and staff meetings.

Work Plan: During the Legislative Session

- Review and assist with analyzing and prioritizing bills and advising on County action;
- Monitor and track relevant legislation and all committees that impact County priorities and concerns;
- Hold meetings with relevant committee chairs, Governor's office and other key stakeholders to gain support for key policy goals;
- Identify legislative supporters and relevant opposition;
- Assist in developing strategic communications, creation of talking points and advocacy material;
- Cultivate partnerships and coordinate with stakeholders on County priorities;
- Participate in hearings at the legislature, coordinating county staff and elected officials as needed;
- Provide bill status updates on a weekly or bi-weekly basis and be available to County staff or leadership for further conversations on political issues; and
- Provide a final legislative report within 30 days of close of session.

Federal Affairs

If we are selected to represent Clatsop County, our first step would be to spend time with County officials and focus on what you hope to accomplish in Washington, DC.

This is a fundamental principle for us – conducting research is a critical first step in representing any client. We suggest initiating interviews with County officials and staff to examine the variety of projects and legislative objectives available to you. We often follow these internal sessions with interviews with key policymakers and staff – interviews that focus on their desires and perceptions, which include a universe of competing priorities. This is a key step, especially with the return of earmarks under a narrow scope. Asking what legislators think and listening to their responses cultivates solid relationships.



Working collaboratively with Clatsop County, we will develop a set of funding and policy priorities that serve as your federal policy platform. These priorities will be interwoven strategically with pressing issues facing the federal government. This “Legislative Agenda” will include your priorities, strategically framed in line with opportunities for federal legislation, funding, and regulations.

Once established, we will help you communicate your agenda to key members of Congress and agency officials in a direct, concise and compelling manner. It is necessary to refine messages carefully and produce clear communication tools that elevate the profile of your requests over other worthy “asks.” This is our specialty.

CFM believes our clients are the best faces and voices for their legislative agenda. Our strategy for implementing your agenda will prioritize having Clatsop County officials communicate directly with congressional and agency decision-makers. We will coordinate visits by agency officials, Members of Congress and their staff to the Clatsop County so they learn first-hand about your priorities. This will expand their understanding of projects and further motivate them to be champions for your agenda.

Your CFM federal team of professionals will work daily on Clatsop County’s behalf in the following areas:

- Developing a strategic federal agenda and political outreach plan;
- Tracking, researching and communicating with federal agencies to identify grant opportunities;
- Securing earmarks, grant awards, authorizations, and report language;
- Coalition building on the local and national level;
- Coordinating advocacy with National Association of Counties and other coalitions;
- Developing policy through the legislative (via Congress) and regulatory (via the administration) process;
- Monitoring and informing you of pertinent legislative and regulatory initiatives;
- Providing access to key decision-makers and leaders in Washington, DC;
- Providing opportunity for testimony before Congressional committees; and,
- Drafting legislation.

Managing Conflicts

We have not identified any existing conflicts that would prevent us from representing the County. However, we take potential conflicts and the appearance of conflicts seriously. If a potential conflict were to arise during our contract, we would request an immediate meeting with the County to discuss and to put together a management plan.



Work Quality and Cost Control

CFM's retainer will be inclusive of all time and material fees. CFM asks for reimbursement for mileage expenses not to exceed \$1,000 per year.

Project Team

Organizational Structure and Operations

State Team

CFM's five-person state affairs team is managed by Dale Penn II, partner at CFM. Dale began his career working as committee staff in 2004. For nearly 20 years, Dale has developed strong relationships with legislators, agency personnel and Capitol staff. In addition, he has developed extensive partnerships with industry leaders, grassroots advocates, and consumer champions across issue areas.

Dale prides himself on being involved on every client issue that comes before our firm. Dale would serve as a strategic advisor to the team assigned to working with Clatsop County and summaries of key staff can be found below.

Zack Reeves, State Affairs Senior Vice President. Zack began his career in the Oregon legislature working for the Coastal Caucus, a bipartisan and bicameral group of legislators advocating on issues important to coastal communities. Before joining CFM, Zack spent six years as chief of staff to three state legislators, most recently Senator Lee Beyer (D-Eugene/Springfield), who served on several committees and spearheaded the successful \$5.3 billion statewide transportation package. Prior to that, Zack served as chief of staff to Reps. Jean Cowan and Greg Matthews. In these roles, Zack developed an extensive network in both chambers and on both sides of the aisle. His policy experience spans from veterans and human services to transportation, health care, business, and natural resources. Earlier in his career, he spent five years as a reporter and copy editor at the Statesman Journal in Salem. Zack resides in Corvallis.

Ryann Gleason, State Affairs Manager, focuses on budget, education, elections, and environmental issues. Before joining CFM, Ryann worked for Oregon House Speaker Dan Rayfield, starting when he was co-chair of the Joint Ways and Means Committee. During that time Ryann served as a point of contact for all budget related issues and advised budget writers on state agency, legislator, lobby, and stakeholder budget priorities. This has allowed Ryann to develop strong relationships with members on both sides of the aisle, Legislative Fiscal Office staff, agency staff, members of the lobby, and more. Additionally, Ryann was responsible for significant changes to Oregon's elections laws, including postmark and inactive voter registration. Ryann resides in Wilsonville.



Federal Team

CFM's eight-person federal affairs team is managed by Joel Rubin, partner at CFM. Joel has over 22 years of experience working on federal issues in the Pacific Northwest. Before joining CFM, Joel served as Legislative Director to Congressman Brian Baird (D-WA). He worked on a wide range of issues including transportation, taxes, trade, defense, energy, economics and budget. Joel also was responsible for Baird's Transportation and Budget Committee assignments, managing the legislative agenda and coordinating the appropriations process.

Joel now leads CFM's DC office and has been a registered lobbyist since 2005 representing nearly a dozen public and private sector clients. Joel has strong contacts in the Washington and Oregon delegations, the House Appropriations and Transportation Committees, the Senate Appropriations and Environment and Public Works Committee, Corps of Engineers, Departments of Energy, Justice, Transportation, Commerce, Labor and Veterans Affairs. Through his various municipal and public sector clients, Joel works closely with staff from DC and regional offices of the Corps of Engineers, NMFS, Department of Transportation (FAA, FTA, FHWA), Coast Guard, Commerce and National Park Service.

Joel oversees work for all federal clients and would serve as a strategic advisor to the team. Below is a summary of key staff that will be assigned to working with Clatsop County at the federal level.

Kirby Garrett, Federal Affairs Senior Vice President, has a proven record of helping clients navigate the federal process to secure legislative wins and tens of millions in federal grant funding for important regional projects. Kirby brings extensive federal experience as a lobbyist and previously as a policy staffer in the U.S. House of Representatives. Prior to joining CFM in early 2017, Kirby worked for Oregon Congressman Greg Walden (R-OR). A Bend, Oregon native, Kirby worked his way up in the Walden office, first managing the Congressman's eastern Oregon office before serving as a Legislative Assistant in Washington, DC. There, Kirby managed the Congressman's work on transportation, infrastructure, education, financial services, taxation, labor, and housing issues.

Michael Skipper, Federal Affairs Vice President, has eight years of lobbying experience at the federal and state level representing a range of corporate, nonprofit, and public interests. Michael has a deep network of contacts and relationships with members of Congress, their staff, and federal agency officials. Raised in Oregon's Willamette Valley, after graduating from Oregon State University in 2014, Michael was part of CFM's State Affairs team in Salem. Between state legislative sessions, he pivoted from policy to politics and worked on candidate and ballot measure campaigns throughout Oregon.

Together, Kirby and Michael will work with County officials to craft your federal agenda, sync your priorities with the congressional delegation and provide a strategic roadmap to accomplishing your key objective. Based in DC, they will work daily with congressional staff to ensure your priorities



are top of mind and receive the attention they deserve. They will monitor and advocate for and against important legislation moving through Congress and regularly report back to County officials.

Budget

As an Oregon Company, we would be proud to represent you in Salem and in our nation's capital. Our bottom line isn't our top priority. We get enormous satisfaction serving our community and working on issues that improve our state.

A unique advantage of partnering with CFM is the ability to seamlessly align your state and federal lobbying efforts. For the state lobbying scope of work outlined above, beginning October 1, 2023, we propose a monthly retainer of \$5,000. To include both state and federal lobbying, CFM proposes a monthly retainer of \$9,000 (10 percent discount). To make things simple and eliminate the need for burdensome reimbursement procedures, the proposed retainer includes all out-of-pocket expenses incurred by CFM apart from reimbursement for mileage expense not to exceed \$1,000 per year.



Appendix: Supporting Documents

1. *Proof of registration with the Oregon Government Ethics Commission to conduct lobbying with State legislators and public officials.*
2. *A list of clients from the 2021, 2022, and 2023 legislative sessions.*
3. *Expenditure reports submitted to the Oregon Government Ethics Commission between July 1, 2021 and June 30, 2022.*
4. *An organizational chart.*
5. *Resumes of key project staff.*
6. *A sample legislative tracking report.*
7. *Three references, including a contact name, phone number, and email address, of agencies for which similar services have been performed.*



Proof of Registration with OGEC

Lobbyist Details

Information

Name	Zack T Reeves
Address	495 State Street Suite 510
City, State, Zip Code	Salem OR 97301
Phone	(503) 294-9120
Email	zackr@cfmpdx.com
Role	Lobbyist
Total Expended	\$0.00
Total Reimbursed	\$0.00
Net Expenditures	\$0.00

Lobbyist Details

Information

Name	Ryann Nicole Gleason
Address	495 State Street #541
City, State, Zip Code	Salem OR 97301
Phone	(503) 686-3857
Email	ryanng@cfmpdx.com
Role	Lobbyist
Total Expended	\$0.00
Total Reimbursed	\$0.00
Net Expenditures	\$0.00

Lobbyist Details

Information

Name	Dale Penn
Address	495 State Street Suite 510
City, State, Zip Code	Salem OR 97301
Phone	(502) 294-9120
Email	dalep@cfmpdx.com
Role	Lobbyist
Total Expended	\$63.23
Total Reimbursed	\$63.23
Net Expenditures	\$0.00



CFM State Client Lists

2023

3M; A-To-Be USA LLC; Air Conditioning, Heating, Refrigeration Institute; Association of Home Appliance Manufacturers; Campaign for Tobacco-Free Children; Catholic Community Services; City of Eugene; City of Sherwood; City of Vancouver; Coos Bay and Yaquina Bay Pilot Association; Criminal Justice Reform Clinic at Lewis & Clark Law School; Gainwell Holding Corp.; JE Dunn Construction; Maul Foster & Alongi; National Electrical Manufacturers Association; Oregon Association of Broadcasters; Oregon CASA Network; Oregon Coalition of Local Health Officials; Oregon Land Title Association; Oregon Public Broadcasting; PeaceHealth; Portland Japanese Garden; Providence Health & Services; Rogue Valley Transportation District (RVTD); Salem-Keizer Transit; Titan Freight Systems; Tualatin Valley Water District; Willamette Valley Wineries Association; Youth Villages-Oregon; Port of Morrow; City of Woodburn.

2022

Air-Conditioning, Heating, and Refrigeration Institute; Association of Home Appliance Manufacturers; Catholic Community Services; City of Eugene; City of Sherwood; City of Vancouver; Coos/Yaquina Bay Pilot Association; Gainwell; JE Dunn; National Electrical Manufacturers Association; Oregon CASA Network; Oregon Association of Broadcasters; Oregon Land Title Association; Oregon Public Broadcasting; PeaceHealth; Providence Health & Services; Portland Japanese Garden; Recology Oregon; Rogue Valley Transit District; Salem-Keizer Transit; 3M; Titan Freight; Tualatin Valley Water District; Willamette Valley Wineries Association; Youth Villages Oregon

2021

Air-Conditioning, Heating and Refrigeration Institute; Association of Home Appliance Manufacturers; Catholic Community Services; City of Eugene; City of Sherwood; City of Turner; City of Vancouver; Coos/Yaquina Bay Pilot Association; FHLBank of Des Moines; JE Dunn; Maul Foster & Alongi; National Electrical Manufacturers Association; Oregon CASA Network; Oregon Association of Broadcasters; Oregon Land Title Association; PeaceHealth; Oregon Public Broadcasting; Providence Health & Services; Recology Oregon; Rogue Valley Transit District; Salem-Keizer Transit; TC Energy; Titan Freight; Willamette Valley Wineries Association; Youth Villages Oregon



This Report Has Been Successfully Filed

Confirmation Number HJ2D1UB

Date Filed: 7/9/2021 8:44:42 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q2

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

Additional Contributors

Name
<i>No Data to Report</i>

Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number HJGMT0C

Date Filed: 10/5/2021 6:37:29 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q3

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

Additional Contributors

Name
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Notices provided to Public Officials

Filename
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This Report Has Been Successfully Filed

Confirmation Number CF4TD6C

Date Filed: 1/10/2022 9:04:02 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q4

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
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Additional Contributors

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Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number 02MB6F

Date Filed: 4/5/2022 12:24:47 PM

Reporting Year: 2022

Reports: [Initial](#)

Quarter: Q1

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
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Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

Additional Contributors

Name
<i>No Data to Report</i>

Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

ZACK REEVES
EXPENDITURE REPORTS

Confirmation Number HATU171

Date Filed: 7/13/2022 11:28:52 AM

Reporting Year: 2022

Reports: [Initial](#)

Quarter: Q2

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
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Itemized Expenses

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Additional Contributors

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Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

RYANN GLEASON EXPENDITURE REPORTS

*Ryann only has one report in the July 2021-June 2022 window due to being in a different role

Confirmation Number HC9H4AT

Date Filed: 7/11/2022 8:43:53 AM

Reporting Year: 2022

Reports: [Initial](#)

Quarter: Q2

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
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Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
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Additional Contributors

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Notices provided to Public Officials

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This Report Has Been Successfully Filed

Confirmation Number 7BG5N

Date Filed: 7/9/2021 8:38:56 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q2

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
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Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
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Additional Contributors

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Notices provided to Public Officials

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<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number C2TTRGG

Date Filed: 10/5/2021 6:36:17 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q3

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
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Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
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Additional Contributors

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Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number MXDJA2

Date Filed: 1/10/2022 8:45:06 AM

Reporting Year: 2021

Reports: [Initial](#)

Quarter: Q4

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

Additional Contributors

Name
<i>No Data to Report</i>

Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number C73CFXR

Date Filed: 4/5/2022 12:12:18 PM

Reporting Year: 2022

Reports: [Initial](#)

Quarter: Q1

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

Additional Contributors

Name
<i>No Data to Report</i>

Notices provided to Public Officials

Filename
<i>No Data to Report</i>

This Report Has Been Successfully Filed

Confirmation Number A6XXJXH

Date Filed: 7/11/2022 8:42:28 AM

Reporting Year: 2022

Reports: [Initial](#)

Quarter: Q2

Total Expended: \$0.00

Estimate: No

Reimbursed Expenses

Received From	Reimbursed Amount
<i>No Data to Report</i>	

Itemized Expenses

Expense Date	Paid To	Name of Public Official	Purpose	Expense Amount	Estimated Expense
<i>No Data to Report</i>					

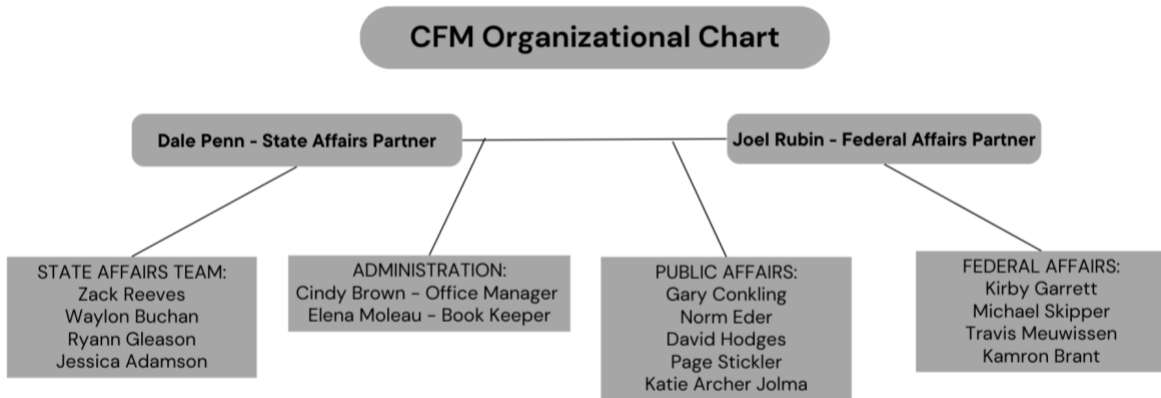
Additional Contributors

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Notices provided to Public Officials

Filename
<i>No Data to Report</i>

Organizational Chart



Zachary T. Reeves

495 State Street, Suite 541, Salem, Oregon 97301 • 541-908-5175 • zackr@cfmpdx.com

EXPERIENCE

Senior Vice President, State Affairs

CFM Advocates

February 2017 – Present

- Represent a broad range of clients before Oregon legislature, state agencies and local governments; areas of expertise include transportation, health care, land use, taxation, public safety and social services.
- Advise clients on political strategies.
- Develop communications materials to support strategies.

Policy Advisor

State Senator Lee Beyer

2014 – 2017

- Provided support for State Senator Lee Beyer.
- Drafted legislation, provided policy development, advice and analysis, monitored and summarized legislation, worked independently to ensure passage of legislation important to Senator Beyer, presented bill proposals to interested parties.
- Worked closely with members of city, county, state and federal agencies to address issues in Senate District 6.

Policy Advisor

State Representative Greg Matthews

2012 – 2015

- Provided support for State Representative Greg Matthews.
- Drafted legislation, provided policy development, advice and analysis, monitored and summarized legislation, presented bill proposals to interested parties, handled constituent concerns and issues.
- Worked closely with members of city, county, state and federal agencies to address issues in House District 50.

Legislative Aide

State Representative Jean Cowan

2011 – 2012

- Provided support for State Representative Jean Cowan.
- Drafted legislation, provided policy development, advice and analysis, monitored and summarized legislation, handled constituent issues and concerns.
- Worked closely with members of city, county, state and federal agencies to address issues in House District 10.

Legislative Fellow

Oregon Sea Grant

2010-2011

- Provided support for the Oregon Coastal Caucus.
- Provided technical expertise on coastal and marine issues, worked with various advocacy groups and state agencies to draft and introduce legislation, monitored legislation, maintained a flow of communication among members of the Coastal Caucus, attended meetings as a representative of the Coastal Caucus.

EDUCATION

Masters of Public Policy

Oregon State University

Corvallis, Oregon

2012

Bachelor of Arts in Philosophy

Willamette University

Salem, Oregon

2005

Ryann Nicole Gleason

495 State Street, Suite 541, Salem, Oregon 97301 • 503-686-3857 • ryanng@cfmpdx.com

EXPERIENCE

State Affairs Manager

June 2022-Present

CFM Advocates

- Advocate on behalf of a wide variety of clients before the Oregon legislature, state agencies, and local governments; specialties include health care, judiciary and criminal justice reform, environment, and budget asks.
- Monitor and track legislation that impact clients.
- Build and maintain relationships with legislators and their staff, the Governor and their team, and state agencies.
- Provide clients with communications support and political strategy.

Deputy Legislative Director

January 2022-May 2022

House Speaker Dan Rayfield

- Manage and advise policy chairs for House Education, House Housing, House Economic Recovery and Prosperity, and House Rules committee.
- Assist Chief of Staff with budget ask tracking for agency, member, lobby, and stakeholder budget priorities.
- Support the Legislative Director with committee appointments, policy tracking, bill referrals, and coordinating information with the Parliamentarian.

Legislative Director

October 2019-January 2022

Representative Dan Rayfield

- Point of contact on all budget-related issues to the House Co-Chair of the Joint Committee on Ways and Means, including tracking and advising on agency, member, lobby, and stakeholder budget priorities.
- Plan, research, develop, and manage Representative's policy agenda, with a focus on campaign finance reform, ethics, other elections-related issues.
- Manage internal and external communications for the office.
- Manage other legislative staff and interns.

Campaign Manager

October 2019-January 2022

Friends of Dan Rayfield

- Develop and accomplish fundraising goals, assisting with call time and lobby meetings.
- Plan, organize, and execute the Willamette Valley Legislative Fellowship to train college students on policy development and campaign strategy.
- Prepare candidate for endorsement interviews, debates, and other public campaign appearances.

Legislative Assistant

January 2019-September 2019

Representative Paul Holvey

- Assist with policy agenda, managing internal and external communications on priority bills and budget requests.
- Oversee schedule and administrative needs of the office.
- Manage constituent and public relations.

EDUCATION

Bachelor Of Science

2018

Portland State University

- Major: Environmental Studies | Minor: Geography, Sustainability
- Extra-curricular activities: Women's Lacrosse, Captain

KIRBY J. GARRETT

6187 WELLINGTON COMMONS DR. | ALEXANDRIA, VA 22310 | (541) 480-0938 | KIRBYJGARRETT@GMAIL.COM

EXPERIENCE

CFM Strategic Communications, Inc.

- **Vice President, Federal Affairs**, Washington, D.C., *January 2017 – present*
 - Manages federal affairs for Pacific Northwest-based clients to attain successful legislative, appropriation, and grant funding outcomes
 - Maintains relationships with Members of Congress and their staffs to provide principled and strategic advocacy for client priorities
 - Advances client initiatives through carefully crafted agendas and coordination with local, state, and federal partners
 - Identifies grant and funding opportunities of interest to clients and assists with application writing and strategies to successfully achieve funding

Office of U.S. Representative Greg Walden (OR-02)

- **Legislative Assistant**, Washington, D.C., *June 2015 – January 2017*
 - Managed and developed strategy for the Member's legislative portfolio for transportation, infrastructure, interior, education, financial services, tax, labor, housing, firearms, and Postal Service policy
 - Successfully coordinated the introduction, passage, and inclusion of an amendment to the 2016 comprehensive surface transportation bill (H.R. 22, Fixing America's Surface Transportation Act, Public Law No. 114-94)
 - Drafted and advanced legislation (H.R. 4549, Treating Small Airports with Fairness Act of 2016) to unanimous passage through the House that would return needed Transportation Security Administration screening services to small airports, including one in the Member's district
 - Provided policy recommendations directly to the Member on votes, bills, and letters including significant legislation such as the Surface Transportation Reauthorization and Reform Act (H.R. 3763), Every Student Succeeds Act (H.R. 5), and appropriation bills for fiscal years 2016 and 2017
 - Established a network of policy area contacts for industry leaders in Washington, D.C. and Oregon's 2nd district, maintaining close communication on the Member's legislative efforts and priorities
 - Simultaneously coordinated and scheduled the Member's district travel for meetings and events, providing recommendations and coordinating commitments in Oregon
- **Field Representative**, La Grande, OR, *January 2014 – June 2015*
 - Managed the Member's eastern Oregon field office as his only local staff member
 - Traveled extensively with the Member throughout the district while individually staffing town halls, meetings, and other events
 - Arranged all logistical details for local events attended by the Member
 - Maintained and expanded the office's network among community leaders and constituents by participating and speaking on behalf of the Member at meetings and events
 - Assisted constituents with casework for the U.S. Forest Service, Bureau of Land Management, U.S. Department of Agriculture, U.S. Army Corps of Engineers, and related agencies

EDUCATION

- **MPP, George Mason University**, Arlington, VA, *December 2019*
 - Master of Public Policy, Emphasis in Transportation Policy
- **BA, Baylor University**, Waco, TX, *December 2013, Summa cum laude (3.97 GPA)*
 - Political Science, Environmental Studies minor
 - Recipient of Baylor's *President's Gold Scholarship* and *Outstanding Political Science Senior Award*
 - Elected Member of the Baylor University Student Senate

Michael Skipper

311 Massachusetts Ave NE, Washington, DC 20002 • (503) 435-9054 • michaels@cfmdc.com

EXPERIENCE

Vice President, Federal Affairs

CFM Advocates, Washington, DC

January 2019 – Present

- Represent interests of municipalities and transit agencies, individually and collectively, to members of Congress and federal agencies.
- Successfully secured tens of millions of dollars in federal funding for a variety of client initiatives and projects.
- Develop tailored federal legislative and policy priorities, communications strategies, and advocacy plans for clients.

Federal Affairs Associate & Grant Specialist

CFM Advocates, Washington, DC

April 2016 – December 2018

- Coordinate closely with congressional and key federal agency staff to resolve client issues and advocate for their federal priorities.
- Monitor and analyze daily grant announcements, prepare grant summaries and secure congressional support for project submissions.
- Work closely with the Partner of Federal Affairs to prepare clients' federal agendas, develop communications material and talking points and conduct research assignments.

State Affairs Assistant

CFM Advocates, Portland, OR

December 2015 - April 2016

- Monitored legislation for more than 20 clients of widely varying interests and industries.
- Composed client correspondence, including weekly reports detailing policy developments.
- Researched state and federal public policy issues.
- Updated and maintained status of legislation important to clients.
- Planned and executed client events.
- Identified and cultivated business development opportunities.

Field Director

Ballot Measure Campaign, Sherwood, OR

September 2015 – November 2015

- Analyzed data and statistical trends to create, track, and refine a comprehensive engagement plan for over 9,000 voters.
- Coordinated outreach to targeted voters by mail and phone.
- Hired, trained, and organized a voter outreach team of eight paid canvassers.
- Crafted campaign correspondence and voter engagement material.
- Engaged with hundreds of voters each week regarding land-use policy.

EDUCATION

Bachelor of Science in Political Science

Concentration in Environmental Politics and Policy
Oregon State University

March 2015

Priority Bills

SB 0464	Position	Priority	Bill Sponsors
Bill Info	Support	1	Sen Girod, Rep Drazan, Rep Moore Green, Rep Brock Smith
Summary:	Requires tax collector to prorate and cancel property taxes imposed on taxable property destroyed or damaged by wildfire during September 2020 in county covered by state of emergency declared in response to wildfire as if property were destroyed property under current law. Coordinates timing of proration of taxes for property destroyed and damaged by fire or act of God. Applies to property tax year beginning on July 1, 2020. Takes effect on 91st day following adjournment sine die.		
Relating To:	Relating to the taxation of damaged property; creating new provisions; amending ORS 308.425; and prescribing an effective date.		
2/11/21	S - Public Hearing held.		
1/19/21	S - Referred to Finance and Revenue.		

SB 0405A	Position	Priority	Bill Sponsors
Bill Info	Support	1	Sen Girod, Sen Prozanski (Marion Co – non-conforming use extension bill)
Summary:	Tolls time city or county may consider nonconforming use interrupted or abandoned during emergency that limits resumption of use. Until September 30, 2025, requires counties to allow commencement of restoration or replacement of nonconforming uses damaged or destroyed by certain wildfires. Declares emergency, effective on passage.		
Relating To:	Relating to nonconforming uses; creating new provisions; amending ORS 215.130, 215.215 and 215.297; and declaring an emergency.		
4/1/21	H - First reading. Referred to Speaker's desk.		
3/31/21	S S - Third reading. Carried by Girod, Prozanski. Passed.		

SB 0755	Position	Priority	Bill Sponsors
	Monitor	1	Committee on Judiciary and BM110 Implementation
Summary:	Makes form and style changes to provisions in Ballot Measure 110 (2020).		
Relating To:	Relating to substance use.		
4/12/21	S - Work Session scheduled.		

2021 Legislative Update

April 7, 2021

2021 Regular Session
Bill Summary Report

[HB 2247](#) **Position** **Priority** **Bill Sponsor**
[Bill Info](#) Support 1 Rep. Boshart Davis, Rep Evans, Rep Lewis,
Rep Morgan

Summary: Authorizes county to adopt ordinance or resolution authorizing county assessor to waive penalties and interest charged for failure to file property tax return or pay taxes when due. Applies only to 2020-2021 and 2021-2022 property tax years and to delinquencies substantially due to effects of COVID-19 pandemic or 2020 Oregon fire season. Sunsets January 2, 2023. Takes effect on 91st day following adjournment sine die.

Relating To: Relating to the waiver of property tax charges; and prescribing an effective date.

4/5/21 H – Passed unanimously out of committee - Do pass with amendments and be referred to Revenue by prior reference

[HB 2289](#) **Position** **Priority** **Bill Sponsor**
Support 1 Rep. Clem, Committee on Wildfire Recovery

Summary: Directs Housing and Community Services Department to study issues relating to building in areas affected by wildfires and report to appropriate committee or interim committee of Legislative Assembly on or before September 15, 2022. Sunsets December 31, 2022.

Relating To: Relating to building in areas affected by wildfires.

4/12/21 H - Work Session scheduled.

3/29/21 H - Public Hearing held.

[HB 2497](#) **Position** **Priority** **Bill Sponsor**
[Bill Info](#) Oppose 1 Rep. Neron

Summary: Prohibits expansion of Aurora State Airport unless under intergovernmental agreement of Oregon Department of Aviation, Clackamas County, Marion County, City of Aurora and City of Wilsonville. Sets forth required terms of agreement. Sunsets January 2, 2035.

Relating To: Relating to the Aurora State Airport.

1/19/21 H - Referred to Transportation.

1/11/21 H - First reading. Referred to Speaker's desk.

[HB 2682](#) **Position** **Priority** **Bill Sponsors**
[Bill Info](#) Oppose 1 Rep. Rayfield, Sen. Gelser

Summary: Directs Construction Contractors Board to adopt rules that require persons that lease construction vehicles in this state to maintain construction vehicles in condition that allows for safe and reliable operation of construction vehicles, to keep certain logs, records and documents and to provide or offer to provide training in safe and reliable operation of construction vehicles. Requires board to inspect, at least once every two years, persons that lease construction vehicles in this state and assess level of compliance with board's rules. Permits board to charge costs of inspection to person that is subjected to inspection. Requires contracting agency, as part of contracting agency's determination of whether bidder for public improvement contract is responsible, to check

References

Rick Crager – Benton County Chief Financial Officer

Phone: 541-766-6246

Email: rick.crager@bentoncountyor.gov

Uses both state and federal services.

Keith Campbell – Sherwood City Manager

Phone: 503-625-4200

Email: CampbellK@SherwoodOregon.gov

Uses both state and federal services.

Jan Fritz – Marion County Chief Administrative Officer

Phone: 503-588-5212

Email: jfritz@co.marion.or.us

Uses federal lobbying services.



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: Resolution Proclaiming Clatsop County's Call for Repeal of Measure 110, the Drug Addiction Treatment and Recovery Act (2020)

Category: Business Agenda

Presented By: Matt Phillips, Sheriff
Ron Brown, District Attorney

Issue Before the Commission: Consideration of Resolution seeking repeal of Measure 110.

Informational Summary: In November, 2020 a majority of voters passed Measure 110, with the goal of expanding access to drug treatment through a health-based approach to addiction treatment. Based on the program's results to date, there is a growing dissatisfaction with the Act and the negative impacts it is having on individuals and the community at-large. When public policy is not meeting intended goals, it should be repealed and replaced with effective alternatives. Through this Resolution, Clatsop County will be on record with many other counties, seeking the repeal of this Act.

Fiscal Impact: N/A

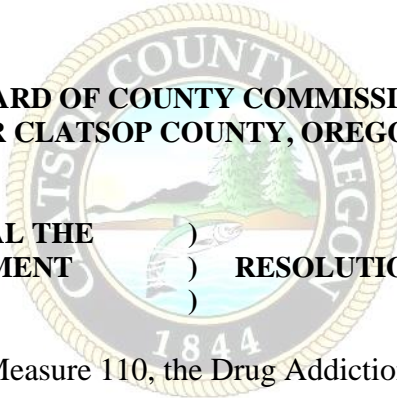
Requested Action:

Approve Resolution seeking repeal of Measure 110 and authorize the Board Chair to read, then sign the Resolution.

Attachment List

- A. Resolution

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER TO APPEAL THE)
DRUG ADDICTION TREATMENT) RESOLUTION AND ORDER
AND RECOVERY ACT)**

WHEREAS, Oregon Ballot Measure 110, the Drug Addiction Treatment and Recovery Act, was passed in 2020 as a drug decriminalization and addiction treatment initiative; and

WHEREAS, decriminalization has introduced a number of confounding public safety, public health and livability challenges in our communities and has not met the goals for expanded, accessible and accessed treatment and recovery services;

WHEREAS, decriminalization has reduced the deterrent effect of drug laws and sends a permissive message about drug use to children and adults alike, making it more likely that people use drugs; and

WHEREAS, our local public health authority, mental health services, and health care systems are continually challenged in responding to health and mental health outcomes related to drug use; placing ever greater stress on already scarce rural health resources; and

WHEREAS, there continues to be an increase in local emergency department visits related to drug overdose. Clatsop County hospitals have seen a growth in OD visits from 23 in 2021 to 31 in 2022 and the trend continues for 2023; and

WHEREAS, Clatsop County experienced an average of ten overdose deaths per year from 2020 to 2021, with an upward trend continuing to this day; and our community deploys Naloxone hundreds of times each year to reverse overdose events; and

WHEREAS, property crimes are often linked to drug use and are increasing in Clatsop County; and

WHEREAS, local governments have seen an increase in unauthorized camping, dumping garbage, and human waste disposal on the land and waters which spreads diseases; and

WHEREAS, data shows Measure 110 has been ineffective in both deterring and treating drug use. As of August 31, 2023, of the 5,897 tickets filed in Oregon Circuit Courts since Measure 110 went into effect 75% have led to convictions, 86% of which the defendant failed to appear and face no further penalties for failing to appear or pay the fine for Class E violations (according to Oregon Judicial Department); most of the remaining tickets were dismissed or are pending.

WHEREAS, a State audit found that, during its first 15 months in operation, the treatment-referral hotline received just 119 calls at a cost to the State of \$7,000 per call; only 50 individuals had their case dismissed through filing their substance abuse assessment with the courts; and

WHEREAS, the Clatsop County Board of Commissioners, Clatsop County Sheriff and Clatsop County District Attorney, believe that based on an assessment of the total impacts of Measure 110 to the health, safety and welfare of our residents, the law should be repealed.

Now, therefore, be it resolved by the Clatsop County Board of Commissioners, Sheriff and District Attorney that:

1. The provision enacted pursuant to Oregon Ballot Measure 110 need to be repealed to protect the public health, safety and welfare of Clatsop County.
2. The Oregon Legislature should immediately take all actions necessary to repeal the provisions enacted pursuant to Oregon Ballot Measure 110.

Dated this 8th day of November, 2023,

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: First Reading of Ordinance 23-09: Goal 11 Exception to Expand Arch Cape Sanitary District to Arch Cape Fire Hall

Category: Public Hearing

Presented By: Julia Decker, Planning Manager

Issue Before the Commission: Conduct the first public reading and hearing of Ordinance 23-09, to complete annexation of property known T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101, Arch Cape into the Arch Cape Sanitary District's boundary.

Informational Summary: This exception proposal would amend Clatsop County's Comprehensive Plan Goal 11 and update any maps within the plan accordingly, for an exception to Goal 11. The Goal 11 exception after-the-fact would complete the boundary expansion of the Arch Cape Sanitary District's service area to the Cannon Beach Rural Fire Protection District's Arch Cape Fire Hall, which is located in the Forest – 80 (F-80) Zone, a resource zone typically used for commercial forestry. The service was extended more than a decade ago. The goal exception would correct an oversight from 2007, when the Cannon Beach Rural Fire Protection District sought to relocate the old Arch Cape fire hall from its former location in the tsunami inundation area on E. Beach Road.

This goal exception relies on assumptions found and documented in staff and Hearing's Officer's findings and the Hearings Officer's decision from 2007. No health hazard has been found to have existed on the property. However, connecting the fire station to the sanitary district's facilities may have alleviated health risks, given the topography, wetland area, and proximity to Austin Creek. As documented in the Hearings Officer's decision, the approval of the partition of the 2.03-acre parcel and the conditional use permit for the fire station assumed the sanitary district would connect to and serve T4N, R10W, Sec. 19BC, TL 04000 (TL 04000).

The Arch Cape Fire Hall was completed in 2012. This goal exception is a housekeeping matter that "legalizes" and completes the already-constructed sewer extension to the fire hall.

No other proposals or expansions of use are requested at this time. No zone change or other goal exception is requested, nor necessary,

according to discussions between Community Development and Department of Land Conservation and Development (DLCD) staff.

At its October 10, 2023, public hearing on the matter, the Clatsop County Planning Commission recommended the Board of Clatsop County Commissioners approve the goal exception.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)).

The procedure for this application is quasi-judicial.

No comments or public testimony have been received.

Fiscal Impact:

None

Requested Action:

Continue the matter to the December 13, 2023, meeting for second reading and adoption.

Attachment List

- A. Ordinance 23-09, with proposed text amendments to Goal 11
- B. Staff report and exhibits

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting amendments to the Arch Cape Sanitary District Boundary and the text of Goal 11 of the Clatsop County Comprehensive Plan and update any maps within the plan, as appropriate, to expand the district's boundary to include T4N, R10W, Sec. 19BC, Tax Lot 04000, also known as the Arch Cape Fire Hall, owned by the Cannon Beach Rural Fire Protection District

ORDINANCE NO. 23-09

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, the Cannon Beach Rural Fire Protection District owns and operates the property known as T4N, R10W, Sec. 19BC, Tax Lot 04000, and in 2012 completed construction of the Arch Cape Fire Hall there to better serve the Southwest Coastal Community Plan area; and

WHEREAS, in or about 2011 or 2012, the Arch Cape Sanitary District extended sewer service to the Arch Cape Fire Hall to accommodate a smaller lot size, in keeping with the F-80 Zone standards; and

WHEREAS, an exception to Goal 11 of the Clatsop County Comprehensive Plan is required for extension of sanitary sewer sewer sevice outside the Arch Cape Rural Community boundary; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on October 10, 2023, and unanimously recommended the Board of County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BC, Tax Lot 04000, and update any maps within the County's Comprehensive Plan that depict the sanitary district boundaries accordingly; and

WHEREAS, consideration for adoption of this Ordinance complies with the Post Acknowledgement Plan Amendment rules of the Oregon Land Conservation and Development Commission, and the Clatsop County Planning Commission has sought review and comment and has conducted a public hearing process pursuant to the requirements of ORS 215.050 and 215.060 and the Clatsop County Land and Water Development and Use Code; and

WHEREAS, the Clatsop County Board of Commissioners received and considered the Planning Commission's recommendation and held a public hearing on November 8, 2023, that was continued to December 13, 2023; and

WHEREAS, public notice has been provided pursuant to law;

NOW THEREFORE,

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. An exception is taken to Statewide Planning Goal 11; the text of Clatsop County Clatsop County Comprehensive Plan Goal 11 is hereby amended as shown on the attached Exhibit A; and any maps forthcoming of the Arch Cape Sanitary District to be included in the Comprehensive Plan or Southwest Community Plan will document the revision; and

SECTION 2. In support of this ordinance, the Board adopts the findings dated September 29, 2023, and associated exhibits contained in Exhibit B.

Approved this ____ day of December, 2023

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: November 8, 2023
Second Reading: December 13, 2023
Effective Date: _____

EXHIBIT A

Proposed Clatsop County Comprehensive Plan Text Amendments for Boundary Adjustment to the Arch Cape Sanitary District to Include T4N, R10W, Sec. 19BC, Tax Lot 04000

Ord. 23-09 Additions: underlined.

Deletions: none.

WASTE DISPOSAL POLICIES

- Policy A:** Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.
- Policy B:** Clatsop County shall cooperate with cities in developing a phased growth plan to guide the provision of municipal services to urbanizable areas.
- Policy C:** Clatsop County may encourage alternative methods of sewage disposal when such methods are economically, legally, and environmentally feasible.
- Policy D:** Clatsop County should consider the use of solid waste to generate electricity.
- Policy E:** Clatsop County should continue to coordinate with the cities in the establishment of a regional landfill site.
- Policy F:** The County should identify suitable areas for use as a human waste disposal site.
- Policy G:** A Goal 11 exception in accordance with OAR 660-011-0060 has been taken to include T7N, R10W, Sec. 15, Tax Lot 00700 in the Shoreline Sanitary District Boundary. The subject parcel is within the Rural Service Area and is designated “Development” in the Comprehensive Plan. A map of the Shoreline Sanitary District Boundary, as amended, is included in the Clatsop Plains Community Plan.

Policy H: A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101, Arch Cape, into the Arch Cape Sanitary District’s boundary, to accommodate the Cannon Beach Rural Fire Protection District’s Arch Cape Fire Station. (Ord. 23-09)

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.

Policy I: **A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BB, TL 00300, also known as 79878 Hwy 101, Arch Cape, and T4N, R10W, Sec. 19BB, TL 00401, also known as 79876 Hwy 101, Arch Cape, into the Arch Cape Sanitary District’s boundary. (Ord. 23-10)**

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.



Clatsop County

Community Development

800 Exchange St., Suite 100
Astoria, Oregon 97103
www.co.clatsop.or.us

Phone (503) 325-8611
Fax (503) 338-3666

STAFF REPORT

- STAFF REPORT DATE:** October 2, 2023
- HEARING DATE:** October 10, 2023
- HEARING BODY:** Clatsop County Planning Commission
- REQUEST:** Quasi-judicial procedure: Exception to Goal 11 and amendments to the Clatsop County Comprehensive Plan and Southwest Coastal Community Plan to complete annexation of property known T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101, Arch Cape into the Arch Cape Sanitary District’s boundary
- PROPERTY OWNER:** Cannon Beach Rural Fire Protection District (CBRFPD)
P.O. Box 24
Cannon Beach, OR 97110
- PROPERTY DESCRIPTION:** T4N, R10W, Sec. 19BC, TL 04000 (TL 04000), 2.03 ac+/-
- ZONING/MINIMUM LOT SIZE:** Forest – 80 (F-80), 80 acres minimum lot size
- Overlay:** *National Hydro Dataset, southwest corner (Austin Creek)*
- COMP PLAN DESIGNATION:** Forest Lands
- PROPERTY LOCATION:** 79729 Hwy 101, Arch Cape
- STAFF REVIEWER:** Julia Decker, Planning Manager
- EXHIBITS**
1. Proposed Goal 11 Amendment
 2. Proposed Map of Arch Cape Sanitary District Boundary after adoption of Ordinance 23-09 (and 23-10, under separate item)
 3. Hearings Officer Decision, Resolution and Order No. 07-03-09, March 21, 2007, and March 19, 2012 vesting approval
 4. Oregon Department of Environmental Quality letter to ACSD Manager
 5. Partition Plat 2008-012
 6. Affidavit of Posting and Mailed Public Notice

STAFF RECOMMENDATION: Recommend the Clatsop County Planning Commission recommend Board of Clatsop County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BC, Tax Lot 04000, and update any maps within the County’s Comprehensive Plan that depict the sanitary district boundaries accordingly.

PROPERTY STATUS: This exception proposal is an exercise in forensics and is a justification for a Goal 11 exception after the sanitary district’s service has been extended already, more than a decade ago, to correct an oversight from 2007, when the Cannon Beach Rural Fire Protection

District sought to relocate the old Arch Cape fire hall from its location in the tsunami inundation area on E. Beach Road. This goal exception is being drafted after-the-fact and relies on assumptions found at the time and documented in staff and Hearings Officer's findings and the Hearings Officer's decision. No health hazard has been found to have existed on the property; however, connecting the fire station to the sanitary district's facilities may well have alleviated the risk, given the topography, wetland area, and proximity to Austin Creek, which cuts through the southwest corner of the property. As documented in the Hearings Officer's decision, the approval of the partition of the 2.03-acre parcel and the conditional use permit for the fire station assumed the sanitary district would connect to and serve T4N, R10W, Sec. 19BC, TL 04000 (TL 04000).

T4N, R10W, Sec. 19BC, TL 04000 was created by the recording of Partition Plat 2008-012 on May 19, 2008, with the Clatsop County Clerk, Instrument No. 200804689, Exhibit 5. The subject TL 04000 meets the county's definition of "lot of record" (LAWDUC Section 1.0500).

The parcel was created for the purpose of placing a fire station in the F-80 Zone, outside the flood and tsunami zones and the geologic hazard area. The station is a satellite of the Cannon Beach Rural Fire Protection District. The partition and conditional use approval of the fire station were approved together by the Clatsop County Hearings Officer, Resolution and Order No. 07-03-09, on March 21, 2007, and vested on March 19, 2012, by then-Community Development Director Hiller West.

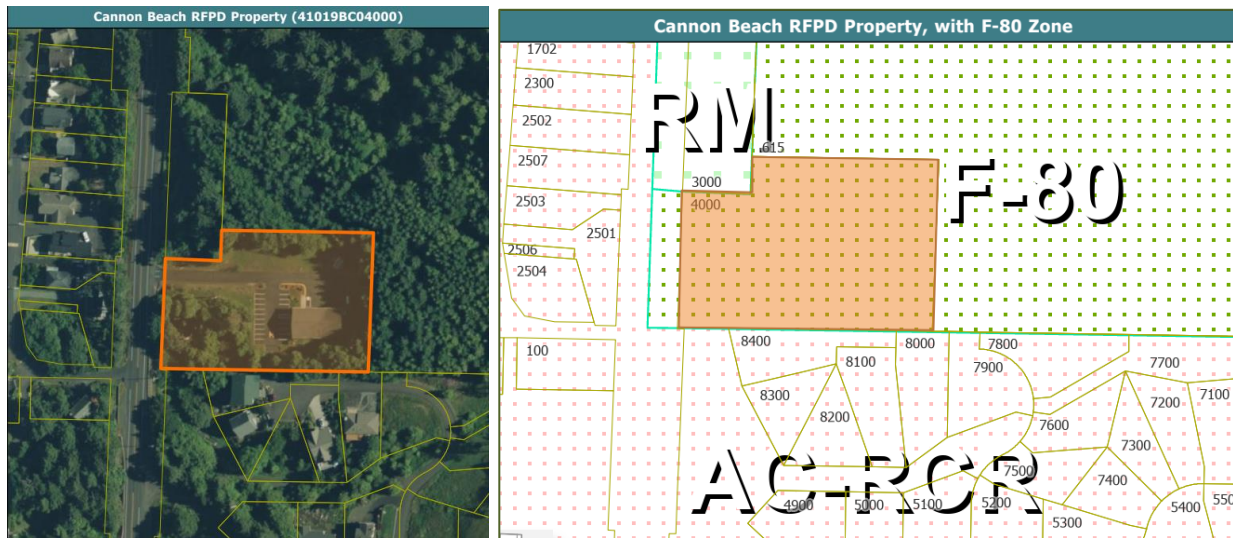
The approximately 2.03-acre property slopes up steeply to the east from Highway 101 to a flat bench, developed with the Cannon Beach Rural Fire Protection District's Arch Cape substation. Austin Creek cuts through the southwest corner by the highway, where the slope and highway frontage appear to include wetland vegetation; however, no wetlands are mapped on the site, according to the Oregon Department of State Lands' (DSL) Statewide Wetlands Inventory. State law establishes a preference to avoid wetland impacts.

ARCH CAPE SANITARY DISTRICT BACKGROUND: The Arch Cape Sanitary District and system were created in 1975, before the adoption of Clatsop County's Comprehensive Plan Goal 11 on July 23, 1980. The county's Comprehensive Plan and the Oregon Administrative Rules that implement Statewide Planning Goal 11 (Public Facilities and Services) prohibit the extension of sewer services outside urban growth boundaries (UGB). However, when appropriate, exceptions to Goal 11 can be made. When the Land and Water Development and Use Ordinance 80-14 was adopted on September 30, 1980, Arch Cape was identified as "Rural Service Area" (RSA), as Clatsop County had taken appropriate exceptions to Goals 3 and 4 for the sewer service in this area, documented in the county's original Goal 2, adopted July 23, 1980. The zoning was amended in 2003 to Arch Cape Rural Community Residential. Today, the district serves 345 active connections with capacity at total buildout for 485 connections. Over the years, the district's boundary has expanded without land use procedures, which this goal exception is designed to help resolve.

REQUEST BACKGROUND: The Arch Cape Fire Hall was completed in 2012. Currently there is no active application under consideration for the site. However, due to assumptions made by the hearings officer and fire district and county staff in 2007, Community Development staff recommends this procedure as a "housekeeping matter" and has met with Department of Land Conservation and Development (DLCD) staff, who agree the goal exception would serve to finish the unresolved concern. Previously, Cannon Beach Rural Fire Protection District Chief Marc Reckmann considered applying to construct firefighter housing on the site, but that proposal is not active at this time. Approval of this goal exception would only "legalize" the already-completed sewer extension to the fire hall. Any other proposals, including development of firefighter housing, still would require appropriate land use applications and approvals.

Because the Southwest Coastal Community Plan currently is being updated as part of the project to update the county's entire Comprehensive Plan, staff is not recommending this goal exception be added to the community plan at this time. Any changes to the sanitary district boundary that should

be included in the revised community plan would be added at the time the new plan is adopted.



Illustrations: Clatsop County GIS

The F-80-zoned parcel developed with the fire station is situated immediately north of Arch Cape and abuts the Arch Cape Rural Community Residential (AC-RCR) Zone. The station was developed to serve the Arch Cape/Cove Beach area and includes three fire apparatus bays, a training tower, and an office and meeting/community room. It includes 22 paved parking spaces. Non-paved areas on the margins of the site are used for training, and a subsequent conditional use permit was approved for the storage of area residents' emergency supplies in a shipping container in the northeast corner of the site. Though slightly more than two acres in size, the site is mostly fully used, except for the western portion, where the property slopes down steeply to an area along the highway that appears to be unmapped wetlands. Staff is not aware of any delineation or study of the site for wetlands but has observed the site many times over the years. (Because the parcel is outside the AC-RCR Zone, it was not part of the Pacific Habitat Services Local Wetland Inventory project approved by the Department of State Lands in 2011.)

As noted in the staff report and Hearings Officer's findings in 2007, the parcel proposed and ultimately created by Partition Plat 2008-012 was the minimum size necessary for the nearly 3,700-sq. ft. fire hall, its parking, access and circulation areas, and training area, given the slope and requirement that it be buffered from nearby neighborhoods: Castle Rock Estates, immediately to the south; and the dwellings to the west on the private, oceanfront Carnahan Road. Vegetation was preferred for buffering. Vegetation was and remains the buffering method prescribed in the Southwest Coastal Community Plan that covers this area.

Also noted in the 2007 staff report and the Hearings Officer's findings and decision was the assumption of connection to the Arch Cape Sanitary District. Access to the sewer district and the ability to avoid using a septic system was part of the reason the lot size for the partition of the F-80 Zone for the fire station could be kept to a little more than two acres, despite the presence of the slope and size of the building and paved areas.

In effect when this application was approved was the Land and Water Development and Use Ordinance (LWDUO) 80-14. LWDUO Section 3.555 Conditional Uses and Development listed fire stations to protect rural areas as a Type IIa use, subject to Standards Document Section S3.509, the county's conditional use standards. (All of the same standards and criteria exist in the current Land and Water Development Code, but the numbering and arrangement of sections has been updated.)

LWDUO 80-14, Section 3.557 Development and Use Standards included minimum lot sizes. For the F-80 Zone, the minimum lot size was and remains 80 acres; however, subsection (2) permits

reduced parcels sizes for specific uses, including a fire station to protect rural areas, provided the parcel's size is the minimum necessary to accommodate the use. The 2007 staff report found the subject two-acre parcel was the smallest possible that could accommodate the station, parking, access, and appropriate landscaping. The staff report assumed the station would be connected to the sanitary district and did not take a septic system into account during its examination of the minimum lot size necessary, suggesting if the station were to require a septic system, more acreage would be required.

The Hearings Officer found the staff report to be credible and included staff's findings in her own. The Hearings Officer set as a condition of approval that the applicant, the Cannon Beach Rural Fire Protection District, would be required to satisfy the Sanitary and Water District's requirements prior to submittal of a development permit.

Among the documents submitted to document the sanitary district's approval was a letter from the Oregon Department of Environmental Quality to Sanitary District Manager Thomas Merrell, dated April 21, 2009, approving the plans for the sewer extension to the fire station. A copy of the letter is attached as Exhibit 4.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)). The procedure for this application is quasi-judicial.

APPLICABLE CRITERIA

The applicable criteria for this land use application are contained in the following documents and sources:

- I. **LAWDUC 20-03**
 - 2.1050 Type IV Procedure
 - 2.2000 Public Deliberations and Hearings
 - 4.3500 Forest-80 Zone

- II. **Clatsop County Comprehensive Plan**
 - Goal 1 – Citizen Involvement
 - Goal 2 – Land Use Planning
 - Goal 4 – Forest Lands
 - Goal 6 – Air, Water, and Land Quality
 - Goal 11 – Public Facilities & Services***Southwest Coastal Community Plan***

- III. **Oregon Administrative Rule 660-011-0060**

REQUEST EVALUATION

The following section examines the application versus the applicable criteria.

I. **LAWDUC 20-03**

Section 2.1050 Type IV Procedure

- 1) Type IV actions will involve either a legislative or quasi-judicial process as appropriate to the circumstances. They may involve the creation, broad scale implementation or revision of public policy such as amendments to the text of the Comprehensive Plan, Community Plans, Zoning Code, or Comprehensive Plan Zoning Map are generally processed as legislative. Large scale changes in Community Development maps also may be characterized as legislative where a larger number of property owners are directly affected. Requests for changes affecting specific properties, a limited number of property owners and/or a specific project are considered quasi-judicial. The Type IV procedure is to be used where indicated in this Ordinance.

- 2) Under the Type IV procedure, the Director shall schedule a public hearing pursuant to Section 2.2010 before the Planning Commission.
- 3) The Director shall mail and publish a notice pursuant to Section 2.3020.

Staff Analysis and Finding: Clatsop County Community Development is processing this text amendment request as a Type IV procedure. Because only one parcel is to be affected, the application is considered quasi-judicial. The public hearing before the Planning Commission is scheduled for Tuesday, October 10, 2023, and published notice in The Astorian is scheduled for September 30, 2023, pursuant to Section 2.3020. Public notice was provided in accordance with Section 2.1050 3) on September 20, 2023. Mailed notices were provided to property owners within 750 feet of the subject property, the Arch Cape Sanitary District, Oregon Department of Transportation, as well as DLCD staff.

Section 2.1050 criteria have been met.

2.2000 Public Deliberations and Hearings

Staff Response: Section 2.2000 provides detailed instructions for the conduct of public hearings, responsibilities of all parties, providing and publishing notices, and posting the subject property. All applicable elements of Section 2.2000 have been, or will be, followed, as prescribed by code.

Section 2.2000 has been, or will be, met, as prescribed by code.

Section 4.3550. Conditional Development and Use [Ord. 18-02]

The following forest and non-forest developments and uses and their accessory developments and uses may be permitted under a Type IIA procedure and Sections 2.4000-2.4050, subject to applicable criteria, development standards and site plan review.

(15) Fire stations for rural fire protection subject to 3.9230.

Staff Response: The fire station was approved by the Clatsop County Hearings Officer on March 21, 2007, using a Type IIA procedure, Resolution and Order No. 07-03-09. The approval was made under the Land and Water Development and Use Ordinance #80-14, which was numbered differently than the current Land and water Development and Use Code; however, the sections contain the same content. Section 3.9230, formerly Section S3.526 of the Clatsop County Standards Document, to which the approval was subject, was then and is now the conditional use review criteria for structure siting and development in the forest zone. Among the criteria necessary for approval were findings that the parcel was suitable for the proposed fire station when considering the parcel's size, shape, location, topography, existence of improvements, natural features, and adequacy of public facilities and services. The Hearings Officer adopted staff findings that found the parcel suitable when considering the foregoing, in part due to the availability of sewer. (Exhibit 3.)

The use of the site, including the size of the parcel for a fire station served by the Arch Cape Sanitary Sewer District, was found by the Clatsop County Hearings Officer to meet the criteria now numbered as LAWDUC Section 4.3550 (15) and LAWDUC Section 3.9230, as documented in R&O No. 07-03-09. The criteria remain satisfied.

II. COMPREHENSIVE PLAN GOALS AND POLICIES

Goal 1 – Citizen Involvement

To establish and maintain a Community Involvement Program which ensures the opportunity for local community members to be involved in a broad range of planning and land use issues.

OBJECTIVE 2: The County’s Program for Public Involvement shall be designed to solicit input from and participation by members of the public representing a broad cross-section of the County’s population.

OBJECTIVE 3: Encourage involvement of the public in the land use planning process.

Policy A: Agendas for all planning commission meetings should be provided at least seven days prior to the meetings.

Policy B: Notices of all meetings of the Committee for Citizen Involvement should be:

1. posted in the Clatsop County Planning Office;
2. posted on the Clatsop County website;
3. posted on Clatsop County social media accounts;
4. mailed to all property owners within each planning area;
5. submitted to local radio station(s) events calendars; and
6. published in a local newspaper

Policy D: Public notice shall be sent to affected residents and neighborhood/community organizations, as defined in Section 1.0500, LAWDUC, concerning Comprehensive Plan amendments, zone changes, conditional use applications, subdivisions, planned developments, and other land use actions that require written notice.

Staff Analysis and Finding: Clatsop County Community Development is processing this procedure for a Goal 11 exception and text amendments as a Type IV quasi-judicial procedure and has scheduled a public hearing before the Clatsop County Planning Commission for October 10, 2023, and hearings with first and second readings before the Board of Clatsop County Commissioners for November 8, 2023, and December 13, 2023, respectively.

Public notices were mailed to property owners within 750 feet of the subject property, the Arch Cape Sanitary District, the Arch Cape Falcon Cove Beach Community Club, and DLCD and other state staff, among others. Notice was published in the county’s paper of record, The Astorian, on Saturday, September 30, 2023. Public comments are being accepted by letter, facsimile, email, and in-person testimony at public hearings.

The procedure for adoption of the proposed text amendments and goal exception is consistent with applicable Goal 1 policies.

Goal 2 – Land Use Planning

Farm and Forest Resource Lands

There are two designations for resource lands within Clatsop County. These are based on the requirements of Statewide Planning Goals 3 (Agricultural Lands) and 4 (Forest Lands). Conversions resulting in a change from Forest Lands or Rural Agricultural Lands to Rural Lands or Development designations, require an exception to either Goal 3 and/or Goal 4.

3. Forest Lands

Forest Lands are those lands that are to be retained for the production of wood fiber and other forest uses.

Staff Analysis and Finding: After consulting with DLCD staff and determining that no conversion of the parcel's Comprehensive Plan designation would be necessary, county planning staff confirmed with DLCD staff no exception to Goal 4 would be necessary. The subject parcel's zoning will remain F-80, and there would be no increased development pressure on surrounding lands, meaning no Goal 14 exception was necessary.

The use of the parcel for the Arch Cape Fire Hall, a satellite of the Cannon Beach Rural Fire Protection District, was reviewed and approved under a Type IIa procedure, which found the use was listed as permissible with conditions in the F-80 Zone without a change in the Comprehensive Plan designation. Because no conversion to Rural Lands or Development designations is required, no exception to Goal 4 is necessary.

This exception to Goal 11, and only Goal 11, is consistent with Goal 2.

Goal 4 – Forest Lands

OBJECTIVE 1: To conserve forest lands for forest uses.

Staff Analysis and Finding: As noted above in the Goal 2 analysis, the Comprehensive Plan designation will remain Forest Lands and no zone change is proposed. When use as a fire hall was reviewed in 2007, the analysis noted the size of the parcel to be partitioned was the smallest possible to accomplish the proposed use, and the proposed use would improve fire safety in a rural area that included a residential neighborhood nestled into forest area along Hwy 101. The presence of the fire station improves fire safety not only for the community but also helps protect the surrounding forest lands by reducing the risk of fire spreading to those forest lands from the neighborhood. The Goal 11 exception to permit extension of the sewer to the subject parcel assists with allowing the smallest possible footprint for the fire station while improving fire safety for the whole area, including forest lands. The strategy is consistent with conserving forest lands.

This Goal 11 exception is consistent with Goal 4.

Goal 11 – Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development in Clatsop County.

PUBLIC FACILITIES GOALS

Goal 2: Outside of Urbanizable Areas:

- a. To support the provision of needed public facilities for rural areas at levels appropriate for rural densities;
- b. To discourage the development of inappropriate public facilities on resource lands which would result in pressure for conversion to more intense uses.

Goal 3: To avoid the extension of urban services (i.e. sewer systems) into outlying sparsely settled areas (1 acre or greater sites).

GENERAL PUBLIC FACILITIES POLICIES

Policy I: The County should consider relocating critical public facilities outside of tsunami and landslide zones. Where feasible, new and expanded public facilities should be designed and constructed to withstand a Cascadia event earthquake and outside of tsunami hazard areas.

LAND USE POLICIES

Policy B: The County will discourage the placement of new public facilities, including water and fire services, in areas designated as Forest Lands, Conservation Other Resources, Rural Agricultural Lands, and Natural.

WASTE DISPOSAL POLICIES

Policy A: Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.

Staff Analysis and Finding: As noted elsewhere in this report and associated exhibits, the subject property is outside the Development-designated Arch Cape-Rural Community Residential Zone, but it is immediately adjacent to it. Typically, extension of the sewer district's infrastructure would not be permissible, per the policies listed above. However, the concept being considered was to relocate the fire hall structure out of a low-lying tsunami run-up area on E. Beach, farther south in Arch Cape. The relocation is supported under Policy I, above, General Public Facilities Policies.

Much of Arch Cape is within the area identified by Clatsop County Emergency Management as lying within the tsunami inundation area. The subject property was selected in part because it was out of the FEMA flood hazard area, the tsunami inundation area, and the geologic hazard area, and it could be appropriately sized for the necessary structure and parking. Little else in Arch Cape could meet those requirements without being unreasonably expensive, due to the 7,500-square-foot minimum lot size that creates small, residential lots in a seaside community that are being offered for an average of approximately \$365,000 each, according to staff research of real estate listings for vacant land in Arch Cape on September 29, 2023, using Realtor.com. Based on the more than 58,000-square-foot footprint of the fire station, it would take at least seven of these lots to provide the acreage necessary for the existing facility. Stimson Lumber sold the 2.03-acre forest parcel to the fire district for \$2,030, Instrument No. 200611968, Clatsop County Clerk Records. In addition, the subject parcel has excellent Hwy 101 access.

The fire hall, a critical facility, needed to meet a set of prerequisites that were difficult to fulfill in the area; however, the proposal that relocated the fire hall from E. Beach Road in 2007 was found to be consistent with Goal 11, as it did not result in pressure to convert lands to more intensive uses and as it relocated the critical facility out of the hazard area. Given the remoteness of the residential areas of Arch Cape, a rural service area, and Cove Beach through the tunnel to the south, locating a public facility such as a fire station in the F-80 Zone immediately adjacent to the residential community but outside the hazards made immense sense. The same findings would be made today under the newly updated and adopted Goal 11, sub-goal 2 b., and General Policy I.

Waste Disposal Policy A allows that the county may permit the extension of the sewer into areas outside rural services and urban growth boundaries in the event of a health hazard or water pollution problem identified by DEQ. The text is not clear as to whether the health hazard must be identified by DEQ, though it most frequently is, but connecting the subject parcel and fire hall to the sanitary sewer district was meant to alleviate health and safety concerns. The site's topography, probable wetland area, and proximity to Austin Creek, which cuts through the southwest corner of the property, provide natural buffering to the nearby neighborhood, and the sewer extension reduces potential risk to the wetlands and creek from septic failure. DEQ supported the sewer line extension, as documented in Exhibit 4, the letter to the Arch Cape Sanitary District manager.

The extension of the sanitary district boundary into a 2.03-acre, Goal 4 parcel that is immediately adjacent to a rural service area to serve a critical facility relocated out of a hazard area is consistent with the spirit of Goal 11, if not the letter. The connection to the Arch Cape Sanitary District was anticipated by the county and district staff and the county hearings officer in 2007, when the partition and facility were approved.

Southwest Coastal Community Plan

Conservation Forest Lands and Conservation Other Resources

1. Public facilities will be discouraged from developing in these Plan designations.

Staff Analysis and Finding: Little in the current Southwest Coastal Community Plan is applicable to forest lands. The rural service area section, however, states sewer and water services will not be extended outside the rural service area, but the plan also notes the Arch Cape Sanitary District sewer system was completed in 1975 for a population of 1,150. The community plan was adopted June 1, 1979, before the Comprehensive Plan was adopted on July 23, 1980, and long before current hazard mapping. The benefit of hindsight is recognizing the need for a relocated fire station outweighing the absolute language in the old plan's language. The community plan contains long sections devoted to geologic and flood hazards, doesn't mention the tsunami hazard, and barely mentions wildfire risks. A new plan would address all these things. Simply put: The old Southwest Coastal Community Plan did not anticipate that the fire station might need to be moved out of the residential area in order to be better able to serve the area's residents.

Due to the recognition in the old plan of hazards to the community, even if not all the hazards are mentioned, it is sensible and practical to take an exception to Goal 11 that allows the sewer service to be extended to the small, immediately adjacent parcel to serve as the fire station location. The fire station use was permitted under a Type IIa procedure in the F-80 Zone, with a finding the parcel was the minimum size necessary to accomplish the siting. The extension of sewer allowed the parcel size to remain just over two acres, despite all the infrastructure and parking on the property, along with the slope, probable wetlands, and Austin Creek. The Goal 11 exception was envisioned by the staff and hearings officer at the time; the final work was simply overlooked.

Staff finds the Goal 11 exception under these circumstances does not conflict with Goal 11.

III. OREGON ADMINISTRATIVE RULE 660-011-0060

Rule 660-011-0060

Sewer Service to Rural Lands

(1) As used in this rule, unless the context requires otherwise:

- (b) "Extension of a Sewer System" means the extension of a pipe, conduit, pipeline, main, or other physical component from or to an existing sewer system in order to provide service to a use, regardless of whether the use is inside the service boundaries of the public or private service provider. The sewer service authorized in section (8) of this rule is not an extension of a sewer;
- (d) "Public health hazard" means a condition whereby it is probable that the public is exposed to disease-caused physical suffering or illness due to the presence of inadequately treated sewage;
- (f) "Sewer system" means a system that serves more than one lot or parcel, or more than one condominium unit or more than one unit within a planned unit development, and includes pipelines or conduits, pump stations, force mains, and all other structures, devices, appurtenances and facilities used for treating or disposing of sewage or for collecting or conducting sewage to an ultimate point for treatment and disposal. The following are not considered a "sewer system" for purposes of this rule:
 - (A) A system provided solely for the collection, transfer and/or disposal of storm water runoff;
 - (B) A system provided solely for the collection, transfer and/or disposal of animal waste from a farm use as defined in ORS 215.303.

cept as provided in sections (3), (4), (8), and (9) of this rule, and consistent with Goal 11, a
Beach RFPD: Arch Cape Fire Station Goal 11 Exception/Amendments

local government shall not allow:

- (a) The establishment of new sewer systems outside urban growth boundaries or unincorporated community boundaries;
- (b) The extension of sewer lines from within urban growth boundaries or unincorporated community boundaries in order to serve uses on land outside those boundaries;
- (c) The extension of sewer systems that currently serve land outside urban growth boundaries and unincorporated community boundaries in order to serve uses that are outside such boundaries and are not served by the system on July 28, 1998.

(8) A local government may allow a residential use to connect to an existing sewer line provided the conditions in subsections (a) through (h) of this section are met:

- (a) The sewer service is to a residential use located on a parcel as defined by [ORS 215.010 \(Definitions\)](#)(1), or a lot created by subdivision of land as defined in [ORS 92.010 \(Definitions for ORS 92.010 to 92.192\)](#);

Staff Analysis: The subject T4N, R10W, Sec. 19BC, Tax Lot 04000 (TL 04000), was created by the recording of Partition Plat 2008-12, Instrument No. 200804689, with the Clatsop County Clerk, on May 19, 2008, in compliance with the county's definition of "parcel" (LAWDUC Section 1.0500), which complies with ORS 215.010. Additional findings related to the extension of sewer service outside of the rural community boundary are provided above.

- (b) The parcel or lot is within a special district or sanitary authority sewer service boundary that existed on January 1, 2005, or the parcel is partially within such boundary and the sewer service provider is willing or obligated to provide service to the portion of the parcel or lot located outside that service boundary;

Staff Analysis: TL 04000 currently is not within the Arch Cape Sanitary District Boundary for land use purposes, but the district extended its sewer line and has served the parcel since it was constructed in 2011-12. The original development permit for the fire hall includes agency sign off from the manager of the Arch Cape Sanitary District at the time, Thomas Merrell.

Also, TL 04000 is within the Union Health District, a special health care district organized under ORS 440.325, established June 1, 1955, which existed on January 1, 2005. Given that TL 04000 is developed now with a sewer extension more than a decade old, the parcel is considered irrevocably committed to development.

- (c) The sewer service is to connect to a residential use located within a rural residential area, as described in [OAR 660-004-0040 \(Application of Goal 14 to Rural Residential Areas\)](#), which existed on January 1, 2005;

Staff Analysis: The subject T4N, R10W, Sec. 19BC, Tax Lot 04000 (TL 04000), was zoned Forestry, in 1980. No exception to Goal 4 was taken or is required for the use for the fire station, as noted under Goal 2 of the Clatsop County Comprehensive Plan, as discussed above.

- (d) The nearest connection point from the residential parcel or lot to be served is within 300 feet of a sewer line that existed at that location on January 1, 2005;

Staff Analysis: Arch Cape Sanitary District Manager Matt Gardner estimates the distance, valve to valve, from the connection in the cul-de-sac at the end of Big Cedar Drive in the Castle Rock Estates subdivision, zoned Arch Cape-Rural Community Residential, to the connection in front of the Arch Cape Fire Hall to be 150 feet. The cul-de-sac at the end of Big Cedar Drive is approximately 45 feet to the property line of the fire district's property. The Big Cedar valve connection has been in position and serving dwellings in Castle Rock Estates since the mid-1980s.

- (e) It is determined by the local government to be practical to connect the sewer service to the residential use considering geographic features or other natural or man-made constraints;

Staff Analysis: The use is not residential, although it serves a residential area. As described throughout this staff report, the determination to connect the fire hall to the sanitary district was considered practical, so much so that it appears the final step of the operation, the Goal 11 exception, was overlooked. The geographic features include slope, probable wetlands, a creek with a riparian setback, and lot size constraints due to partitioning requirements that obliged the fire district to keep the partitioned lot to the smallest size possible for the purpose. Connection to the sewer district was used in part to justify the small lot size.

The constraints mostly are of human design, devised to protect natural resources, and the sewer connection contributes to protecting those resources.

- (f) The sewer service authorized by this section shall be available to only those parcels and lots specified in this section, unless service to other parcels or lots is authorized under sections (4) or (9) of this rule;

Staff Analysis: T4N, R10W, Sec. 19BC, Tax Lot 04000 is the only subject of this specific request.

- (g) The existing sewer line, from where the nearest connection point is determined under subsection (8)(d) of this rule, is not located within an urban growth boundary or unincorporated community boundary; and

Staff Analysis: The Arch Cape Sanitary District serves Arch Cape, a designated Rural Community, Ordinance 03-10, adopted October 10, 2003, by the Board of Clatsop County Commissioners, is in an unincorporated community boundary. However, the sewer line has been extended outside the unincorporated community, which is what necessitates this goal exception request. The connection serves a legally-established public facility that serves the rural community.

- (h) The connection of the sewer service shall not be relied upon to authorize a higher density of residential development than would be authorized without the presence of the sewer service, and shall not be used as a basis for an exception to Goal 14 as required by [OAR 660-004-0040 \(Application of Goal 14 to Rural Residential Areas\)](#)(6).

Staff Analysis: T4N, R10W, Sec. 19BC, Tax Lot 04000 is a legal lot that has been legally developed with a fire hall that serves a rural community. No residential development is proposed and no Goal 14 exception is requested or proposed. Including the parcel within the district will not increase the density of development. No new parcels would be created. The proposed expansion of the sanitary district boundary would not be used as a basis for a Goal 14 exception. This Goal 11 exception is requested as a housekeeping matter, to finish a project that was started in 2007.

(9) A local government may allow the establishment of new sewer systems or the extension of sewer lines not otherwise provided for in section (4) of this rule, or allow a use to connect to an existing sewer line not otherwise provided for in section (8) of this rule, provided the standards for an exception to Goal 11 have been met, and provided the local government adopts land use regulations that prohibit the sewer system from serving any uses or areas other than those justified in the exception. Appropriate reasons and facts for an exception to Goal 11 include but are not limited to the following:

- (a) The new system, or extension of an existing system, is necessary to avoid an imminent and significant public health hazard that would otherwise result if the sewer service is not provided; and, there is no practicable alternative to the sewer system in order to avoid the imminent public health hazard, or

(b) The extension of an existing sewer system will serve land that, by operation of federal law, is not subject to statewide planning Goal 11 and, if necessary, Goal 14. [ED. NOTE: Goals referenced are available from the agency.]

Staff Analysis: T4N, R10W, Sec. 19BC, Tax Lot 04000 is a legally buildable lot that was legally developed with a fire station to serve a rural community that is located in a hazardous area. Goal 11 prohibits expansion of the sanitary district’s boundaries without an appropriate exception. This request would legalize work that was anticipated and done previously. It reduces risk to the community by providing for a fire station to serve an area of multiple hazards – fire, flood, tsunami, and earthquake – and locates the station on the smallest parcel possible outside those hazards.

To include the property within the district’s boundaries serves the interest of the public, is consistent with statewide planning goals, and would not increase density or intensity of use.

Based on the above, staff finds the criteria of OAR 660-011-0060 to be met and recommends the exception be granted.

PUBLIC AND AGENCY COMMENTS

As of September 29, 2023, the Community Development Department has received no public or agency comments on this application.

FINDINGS AND RECOMMENDATION

Based on the analysis above, staff has found the proposed exception to Goal 11 and amendments to the Comprehensive Plan are consistent with OAR 660-011-0060. Staff recommends the Clatsop County Planning Commission recommend Board of Clatsop County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BC, Tax Lot 04000, and update any maps within the County’s Comprehensive Plan that depict the sanitary district boundaries accordingly.

Recommended motion: *“I move that the Clatsop County Planning Commission recommend Board of Clatsop County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BC, Tax Lot 04000, and update any maps within the County’s Comprehensive Plan that depict the sanitary district boundaries accordingly.”*

GOAL 11



PUBLIC FACILITIES AND SERVICES

STATEWIDE PLANNING

GOAL 11:

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

CLATSOP COUNTY GOAL

11:

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development in Clatsop County.

OVERVIEW

Public facilities and services affect a community in four ways:

- (1) Through the costs involved in their financing;
- (2) Through their influence on land use patterns;
- (3) Through their economic impacts; and
- (4) Quality of life impacts.

The nature and level of these services do much to define a community, clearly marking the differences between urban and rural land usage by their presence or absence.

The five incorporated cities and unincorporated Clatsop County provide differing levels of public facilities. Almost all of the cities provide police and fire protection, sewer, water and library services. As the size of a city increases, the services provided become more varied.

There are limited public facilities and services provided in rural Clatsop County. This is due to the low density development characteristics of the zoning and to the lack of need to serve resource farm and forest lands. Most rural land uses are sufficiently dispersed so as not to efficiently or financially support public facilities such as sewer.

Per the requirements of Statewide Planning Goal 11, counties with an unincorporated community must develop and adopt a community public facility plan that regulates facilities and services. Outside of urban growth boundaries, public facilities such as water or sewer should generally not be provided. Examples from the Department of Land Conservation and Development (DLCD) state:

- Public sewer service is only allowed outside of an urban growth boundary to alleviate an existing health hazard.
- Public water service is only allowed if it is not used as a justification to increase existing levels of allowed rural development.

GOAL 11: PUBLIC FACILITIES AND SERVICES

Amended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Clatsop County is responsible for coordinating the planning for public services in unincorporated county areas. These planning efforts should be done in coordination with local special districts and service providers.

GOALS, OBJECTIVES AND POLICIES

PUBLIC FACILITIES GOALS

- Goal 1:** **Urbanizable Areas – To provide public facilities in accordance with coordinated land use and transportation systems in a manner which encourages the orderly conversion of land from rural to urban use.**
- Goal 2:** **Outside of Urbanizable Areas:**
- a. To support the provision of needed public facilities for rural areas at levels appropriate for rural densities;**
 - b. To discourage the development of inappropriate public facilities on resource lands which would result in pressure for conversion to more intense uses.**
- Goal 3:** **To avoid the extension of urban services (i.e. sewer systems) into outlying sparsely settled areas (1 acre or greater sites).**

GENERAL PUBLIC FACILITIES POLICIES

- Policy A:** Clatsop County recognizes the level of public facilities and services described in the Goal 11 Background Report regarding “Appropriate Levels of Public Facilities”, as that which is reasonable and appropriate for development in different Plan designations in the County. Development of facilities and services in excess of those levels and types shall not be approved by the County.
- Policy B:** The level of urban services provided within urban growth boundaries shall be determined by policies mutually adopted by the Board of County Commissioners and the affected city.
- Policy C:** Development permits (excluding land divisions) shall be allowed only if the public facilities (water and sanitation, septic feasibility or sewage capacity) are capable of supporting increased loads. The County shall consider prior subdivision approvals within the facilities’ service area when reviewing applications for new development.
- Policy D:** Water and sewer districts shall be encouraged to cooperate with the County in changing district boundaries.

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

- Policy E:** All new planned developments and subdivisions should install underground utilities. Efforts should be made to place existing overhead lines underground in already developed areas.
- Policy F:** The County should work with utility operators and property owners to identify and develop public green belt paths and trails within utility rights-of-way.
- Policy G:** All utility lines and facilities should be located on or adjacent to existing public or private rights-of-way to avoid dividing existing farm units.
- Policy H:** When a Comprehensive Plan or Zone Change or both are permitted under state law and would allow a higher residential density, or allow more intensive commercial or industrial development, it shall be demonstrated and findings made that the appropriate public facilities and services (especially water, sanitation (septic feasibility or sewage) and schools) are available to the area being changed without adversely impacting the remainder of the public facility or utility service area.
- Policy I:** The County should consider relocating critical public facilities outside of tsunami and landslide zones. Where feasible, new and expanded public facilities should be designed and constructed to withstand a Cascadia event earthquake and outside of tsunami hazard areas.
- Policy J:** Clatsop County should consider and develop measures to address tsunami risks and to provide evacuation routes and signage when planning, developing, improving, or replacing public facilities and services.
- Policy K:** Clatsop County should update public facility plans to plan, fund, and locate future facilities outside of the tsunami inundation zone, whenever possible.
- Policy L:** Structures and public facilities owned and/or operated by Clatsop County should be seismically retrofitted.
- Policy M:** The County shall work with special districts and state agencies to identify what services and/or infrastructure improvements are currently needed in the unincorporated areas and begin to plan for those projects.

LAND USE POLICIES

- Objective 1:** To encourage the location of public and private facilities and services in areas appropriate for higher-density residential development.
- Policy A:** In areas designated Rural Lands, the capacity of rural water systems should be provided at level appropriate for rural development and should not support urban-level density or intensities.

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Policy B: The County will discourage the placement of new public facilities, including water and fire services, in areas designated as Forest Lands, Conservation Other Resources, Rural Agricultural Lands, and Natural.

DIKING AND DRAINAGE DISTRICT POLICIES

Policy A: Clatsop County may assist diking districts in reorganization as well as providing assistance in obtaining funds for improvement of the diking district.

Policy B: The county should work with the property owners as well as the appropriate state, federal, and local governments to clarify roles and responsibilities of each party in the event of diking failure.

WATER SUPPLY SYSTEM POLICIES

Policy A: Development of a subdivision, planned development, or the building of individual residences, commercial or industrial structures requiring water or subsurface sewage disposal shall require proof that a year-round source of potable water is available.

Policy B: If water supply for building permits is from a surface source, including a spring, proof of water rights from the State must be presented.

Policy C: When water supply to a subdivision or planned development is to be from a source other than a community water system, the developer shall provide evidence of a proven source of supply and guarantee availability of water to all parcels of land within the proposed development.

Policy D: Clatsop County should encourage existing community water supply systems to be improved and maintained at a level sufficient to:

1. Provide adequate fire flow and storage capacity to meet the service area requirements,
2. Meet the anticipated long-range maximum daily use and emergency needs of the service area, and
3. Provide adequate pressure to ensure the efficient operation of the water distribution system.

Policy E: Clatsop County may coordinate with the cities in examining the feasibility of developing a regional water system to provide municipal and community water.

Policy F: Clatsop County shall work with water districts to plan to ensure adequate

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

water, services and funding exist to serve new development over time.

- Policy G:** The County shall work with water districts to determine potential build-out in order to ensure that there is adequate water to meet future growth needs.
- Policy H:** The County should encourage new innovation and concepts to conserve and/or reduce water usage including, but not limited to grey water recycling, as permitted under OAR 340-053.
- Policy I:** The County should review its minimum water flow requirements for new development to ensure that its requirements are consistent with actual usage patterns.
- Policy J:** Clatsop County should review whether required water flow should be based on the number of fixtures and/or house size instead of requiring a fixed number of gallons of water per day.

WASTE DISPOSAL POLICIES

- Policy A:** Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.
- Policy B:** Clatsop County shall cooperate with cities in developing a phased growth plan to guide the provision of municipal services to urbanizable areas.
- Policy C:** Clatsop County may encourage alternative methods of sewage disposal when such methods are economically, legally, and environmentally feasible.
- Policy D:** Clatsop County should consider the use of solid waste to generate electricity.
- Policy E:** Clatsop County should continue to coordinate with the cities in the establishment of a regional landfill site.
- Policy F:** The County should identify suitable areas for use as a human waste disposal site.
- Policy G:** A Goal 11 exception in accordance with OAR 660-011-0060 has been taken to include T7N, R10W, Sec. 15, Tax Lot 00700 in the Shoreline Sanitary District Boundary. The subject parcel is within the Rural Service Area and is designated “Development” in the Comprehensive Plan. A map of the Shoreline Sanitary District Boundary, as amended, is included in the Clatsop Plains Community Plan.
- Policy H:** **A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101,**

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Arch Cape, into the Arch Cape Sanitary District's boundary, to accommodate the Cannon Beach Rural Fire Protection District's Arch Cape Fire Station. (Ord. 23-09)

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.

Policy I: A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BB, TL 00300, also known as 79878 Hwy 101, Arch Cape, and T4N, R10W, Sec. 19BB, TL 00401, also known as 79876 Hwy 101, Arch Cape, into the Arch Cape Sanitary District's boundary. (Ord. 23-10)

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.

OTHER PUBLIC FACILITIES POLICIES

- Policy A:** Clatsop County may rely upon the various school districts in the County for the provision of public education.)
- Policy B:** Clatsop County shall notify the appropriate school district of all proposed subdivisions, planned developments and mobile home park applications.
- Policy C:** Clatsop County should continue to cooperate with all appropriate governmental jurisdictions, agencies, and special districts (including water, sewer, roads, etc.) in developing a coordinated approach for the planning and delivery of health and social services.
- Policy D:** Clatsop County may work with local residents as well as with the rural fire protection districts in examining various methods to improve fire protection. One method which could be used is to require subdivisions and planned developments to dedicate a site, funds, equipment, and/or construction materials for a fire station.
- Policy E:** Rural fire protection districts should be encouraged to expand service boundaries to include lands designated Rural Lands.
- Policy F:** New power transmission lines shall be confined to existing easements whenever possible to minimize impacts to resource lands.
- Policy G:** Clatsop County will work with public and private land owners to identify a future site or sites for the installation of a solid waste disposal site to accommodate a biodigester or other system for the temporary treatment and/or storage of septage.

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

IMPLEMENTING OREGON ADMINISTRATIVE RULES (OAR):

[OAR 660-011](#) – Public Facilities Planning

COORDINATING AGENCIES:

Oregon Department of Environmental Quality (DEQ)

Oregon Health Authority (OHA)

Oregon Water Resources Department

Oregon Department of Land Conservation and Development (DLCD)

BACKGROUND REPORTS AND SUPPORTING DATA:

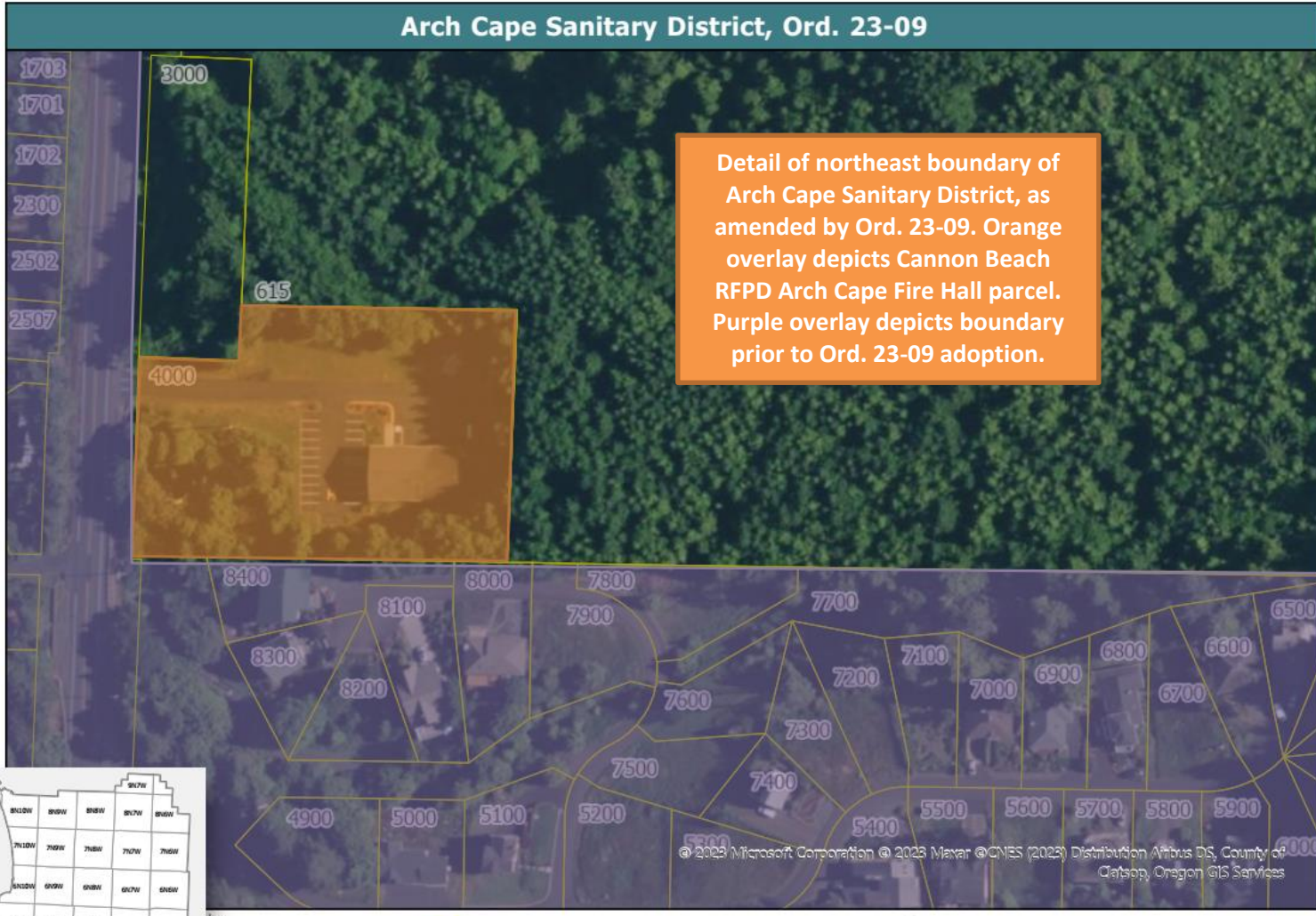
[Oregon Climate Change Adaptation Framework](#), Department of Land Conservation and Development, 2021

[Future Climate Projections Clatsop County](#), Oregon Climate Change Research Institute, February 2020

[Goal 11 Background Report](#)

GOAL 11: PUBLIC FACILITIES AND SERVICES

Adopted XXXXX/Ordinances 23-09 and 23-10



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Clatsop County

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This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

March 21, 2007

NOTICE OF DECISION AND RIGHTS OF APPEAL

Applicant: Cannon Beach RFPD, Cleve Rooper

Owner: Same.

Property Description: T4N R10W Section 19BC Tax lot 1400-4000 TA

Request: Conditional Use Permit for a fire station
Partition

Action: Approval with Conditions

Dear Cannon Beach RFPD:

The Clatsop County Hearings Officer has completed review of the request noted above. The Resolution and Order, as well as findings, are enclosed. If you or any interested party of record wish to appeal this decision, or one or more of the conditions, you have until the date appearing at the bottom of this letter to do so. The appeal must comply with Section 2.230 of the Clatsop County Land and Water Development and Use Ordinance #80-14 (procedure for appeal). This department will issue no development permits for any activities or structure until the 12-day appeal period has expired.

You should be aware that any conditions of approval that are a part of this request must be completed before any development permits can be issued for the above request. This approval is not final until these conditions are completed. Please note that there is a time limit to complete these conditions. The time limit is noted in the conditions of approval.

If you have any questions regarding this decision, appeal procedure or any of the conditions of approval, please do not hesitate to contact Teri Allen at 325-8611.

Sincerely,

Ed Wegner, Director
Community Development

LAST DAY TO APPEAL: 4:00 P.M. - April 2, 2007



Department of
Community Development
800 Exchange Street
Suite 100
Astoria, Oregon 97103

Economic Development
Planning & Development
Telephone (503) 325-8611
Fax (503) 338-3666

Building Codes Division
Telephone (503) 338-3697
Fax (503) 338-3666

Inspection Request Line
(503) 338-3698

www.co.clatsop.or.us

BEFORE THE HEARINGS OFFICER
OF CLATSOP COUNTY, OREGON

IN THE MATTER OF AN APPLICATION)
FOR A PARTITION AND CONDITIONAL USE)
APPROVAL FOR A FIRE STATION TO BE)
LOCATED AT TWP. 4N, RNG. 10W, W.M.,)
SECTION 19BC, TAX LOT ~~1400~~, 4000^{7A}) Resolution and
CLATSOP COUNTY, OREGON) Order
)
Applicant: Cleve Roper, CBF) No. 07-03-09
Owner: Stimpson Lumber Company)
Zoning: F-80)
) March 21, 2007

The above-named applicant applied to the Clatsop County Community Development Department on December 1, 2007 for a partition and conditional use approval for a rural fire station; and


The Hearings Officer conducted a public hearing on the application on March 6, 2007; and

The Hearings Officer hereby adopts the findings of fact and conclusions of law in a decision attached hereto and labeled Exhibit A;

Based on the findings of fact and conclusions of law set out in Exhibit A, the application is hereby conditionally approved.

The effective date of this decision is 12 days from the date of this decision. The decision may be appealed to the Clatsop County Board of Commissioners by an affected party in accordance with the procedures set out in Clatsop County Land and Water Use and Development Ordinance 2.230(3) within 12 days of this date.

ON BEHALF OF CLATSOP COUNTY


Anne Corcoran Briggs, AAL
Hearings Officer

DECISION OF THE CLATSOP COUNTY HEARINGS OFFICER
TYPE IIA DECISION
March 18, 2007
Exhibit A

Applicant: Cleve Roper, Fire Chief, 188 Sunset, PO Box 24, Cannon Beach, Oregon 97110

Owner: Stimpson Lumber, PO Box 68, Forest Grove, Oregon 97116

Request: Partition to create one two-acre and one 78-acre parcel and conditional use approval to site a rural fire station and parking lot on the proposed two-acre parcel

Property Description: T4N, R10W, Section 19BC Tax Lot 4000.

Location: The property is located north of the Castle Rock Estates subdivision, on the east side of Highway 101, near the Arch Cape cannon.

Comprehensive Plan Designation: Conservation Forest Lands

Zoning: F-80 (Forest 80)

Acres: 80 acres

Overlay District: Geologic Hazards Overlay (GHO)

I. APPLICABLE LAND AND WATER DEVELOPMENT AND USE ORDINANCE (LWDUO) CRITERIA:

Section 1.010-1.050 (Title, Scope, Definitions, Rules, Scope, Consistency with Comprehensive Plan)

Section 2.190 (Decision)

Section 2.230 (Request for Review/Appeal)

Section 2.260 (Review Body Decision)

Section 3.551-3.575 (Forest-80 (F-80) Zone requirements)

Section 4.040 (Geologic Hazard Overlay Zone)

Section 5.000-5.030 (Conditional Use)

Section 5.200-5.252 (Subdivisions, Partitions and Property Line Adjustments)

Section 5.350 (Transportation System Impact Review)

II. BACKGROUND:

The Cannon Beach Rural Fire Protection District provides fire and emergency response service to the Arch Cape/Cannon Beach area. The District's existing fire station is located in a tsunami inundation zone. For the past two years, the district has tried to relocate the station to a site that is out of the inundation zone, provides for an adequate service radius, and accommodates a fire station and parking area that could be used as an emergency response headquarters if needed.

The proposed site is part of an 80-acre parcel owned by Stimson Lumber that fronts on Highway 101. This segment of Highway 101 is generally developed with recreational and year-round dwellings and tourist-oriented attractions. The owner has agreed to the partition and to the application for the rural fire station. The proposed station includes 3,680 square feet, with three fire apparatus bays, a training tower and an office/meeting room. A 19-space on-site paved parking area is also proposed.

The two-acre portion of the subject property is undeveloped, and is heavily vegetated with coastal shrubs and trees. According to the applicant, the existing vegetation along the perimeter of the property will be retained to form a physical and visual buffer between the proposed station and adjoining properties. Austin Creek, a fish bearing stream bisects the southwest corner of the property. Oregon Fish and Wildlife (ODFW) has recommended that development of the property be limited to the building footprint, driveway access and parking, and concurs with the applicant's proposal to retain the existing conifers, salal and other existing vegetation as much as possible. The applicant has agreed to conditions of approval that implement those recommendations.

The Arch Cape Water and Sewer Districts have approved extensions of water and sewer lines to serve the subject property. A "Conditional Approval for a State Highway Approach" was granted by the Oregon Department of Transportation (ODOT) on July 16, 2006. The applicant asserts that it can meet all conditions set out in the conditional approval.

The authorized citizen planning organization for the area, the Southwest Coastal Citizen Advisory Committee met on February 7, 2007 and recommended approval of the application, although some concerns were expressed regarding the elevation of the site, the need for a warning light on the highway to advise motorists of approaching emergency vehicles, and the ability of the water district to extend water service to the site.

In a letter dated February 28, 2007, Tom Byron, Chair of the Castle Rock Estates Board of Directors, wrote to identify several conditions of approval that the owners believe should be applied to minimize the impact of the proposal on Castle Rock Estates homeowners. Those conditions include: visual and physical barriers for aesthetic and security reasons, minimizing the use of sirens and outdoor lighting, and installing informational signs to notify the public that the fire station parking area and Castle Rock Estates tunnel cannot be used for beach access.

III. ANALYSIS AND DECISION

Clatsop County Comprehensive Plan - Goals and Policies

The applicable county comprehensive plan policies are set out on pages 3 and 4 of the staff report. The policies include providing for public notice and involvement, ensuring that development within resource areas is compatible with resource uses, and ensuring that public services are available and adequate to serve the proposed uses. Those policies are implemented through the Clatsop County Land and Water Development and Use Ordinance and the Clatsop County Standards Ordinance. The applicable standards included in those regulations are set out and evaluated below.

Finding: To the extent the Clatsop County Comprehensive Plan policies impose independent approval criteria that must be satisfied in order to approve the application, the applicant has provided evidence that the proposed use is consistent with rural uses and services in the area, and will provide a needed public service within the district. In addition, the evidence shows that the station can and will be served by community water and sewer. Transportation facilities are adequate to accommodate the trips generated from the proposed use. The proposal is therefore consistent with the Clatsop County Comprehensive Plan.

Southwest Coastal Community Plan

The applicable Southwest Coastal Community Plan refinement plan policies are set out on pages 4 through 6 of the staff report. These policies require notice to the Southwest Coastal Citizen Advisory Committee, the local CAC. The policies require that development: be engineered to address slope and erosion concerns, accommodate landscaping that is appropriate for the area and provide opportunities for natural drainage, minimize cuts and fills, be limited to rural uses that can be accommodated by rural services, and ensure that commercial resource activities can continue in the area. In addition, access points on Highway 101 need to be regulated to reduce the potential for accidents.

Finding: The proposal included notice to and response from the Southwest Coastal Citizen Advisory Committee as well as notice and response from affected neighbors and public agencies. The proposal minimizes changes to the existing vegetation on the property, and is designed to take advantage of existing topography. Access to the site has been conditionally approved by ODOT.

While the proposal introduces a public service use onto land that has been zoned for and used as part of a commercial forest operation, the evidence in the record shows that the site is located in an area that has already been affected by non-resource development, and is unlikely to be used for timber production. The evidence also shows that the siting of a fire station in the area will provide fire and emergency response in the area, which will help to limit fire hazards on forest lands.

In addition, the evidence shows that the proposal will require the extension of public services outside of the boundaries of the Arch Cape Water and Sewer Districts, but that the extension is the result of special circumstances that are unlikely to be replicated elsewhere.

As a whole, balancing the policies set out in the Southwest Coastal Community Plan, the Hearings Officer concludes that the proposal is consistent with the plan.

Clatsop County Land and Water Development and Use Ordinance (CCLWD&UO)

Section 3.555 (F-80 Zone). Conditional Development and Use

The following forest and non-forest developments and uses and their accessory developments and uses may be permitted under a Type IIA procedure and Sections 5.000-5.030, subject to applicable criteria, development standards and site plan review:

(10) Fires stations for rural fire protection subject to the standards in Section S3.509.

Finding: The applicant proposes to site a fire station for rural fire protection and emergency response. As noted, this use is conditionally allowed, provided the applicant demonstrates that the applicable conditional use criteria and the development standards are satisfied.

Section 3.557. Development and Use Standards

The following standards are applicable to permitted and conditional development in the [F-80] zone:

(2) Land divisions resulting in parcels smaller than 80 acres may be approved for the following uses providing such uses have been approved subject to the standards in Section S3.509 and the resulting parcels are the minimum necessary for the use:

(l) Fire stations for rural fire protection subject to the standards in S3.509.

Finding: The applicant proposes a fire station on a two-acre parcel to be partitioned from an 80 acre parcel. The applicant has demonstrated that the proposed two acre parcel is the minimum necessary to accommodate the proposed station, parking, the access to Highway 101 and appropriate landscaping. This standard is satisfied.

Section 3.527(3) Setbacks for Buildings: Front yard, 30 feet; side and rear yards, 30 feet.

Finding: The applicant proposes to site the building at least 200 feet from the front property line and at least 55 feet from all other property lines. This standard is met.

Section 3.552(3) Maximum Building Height: 45 feet.

Finding: The applicant states that it will comply with this standard. A condition of approval is imposed to ensure compliance.

CCLWD&UO Standards Document

The following standards and requirements shall govern the application for a fire station in the F-80 zone:

S2.010 Grading of Building Site. The grading of a building site shall conform to the standards contained in the Uniform Building Code * * * for all hazards * * *.

Finding: A grading permit will be required as part of the applicant's building permit/development permit process. A condition of approval is imposed to require that the applicant obtain all necessary development permits prior to construction.

S.200-S2.212 Off-Street Parking--Minimum parking requirements for fires stations are not set out in the Off-Street Parking standards. When building or development is not specifically listed, the minimum parking standards shall be established by the Community Development Director based upon the requirements of comparable uses listed. Parking spaces shall be a minimum of nine feet by 19 feet in size. Parking areas shall have durable and dustless surfaces or be graveled to a two-inch depth and maintained adequately for all weather use. Parking areas, aisles and turnarounds shall * * * [accommodate] the on-site collection of drainage waters to eliminate sheet flow into abutting rights-of-way and adjoining properties.

Finding: S2.202 does not identify parking standards for a fire station. The Community Development Director concluded that the parking standards for a "public utility such as gas, water and telephone facilities" provide an appropriate comparable use. That use requires one parking space for every two employees on the largest shift plus one space per company vehicle. The applicant is a rural fire protection district with two full time employees and three fire trucks. The applicant proposes to store the emergency response vehicles in bays within the fire station, and proposed 19 spaces to accommodate employees, volunteers and visitors. The applicant has satisfied this requirement.

S2.400 Water Improvement Standards--A year-round supply of at least 250 gallons of water per day must be provided.

Finding: The applicant proposes to connect to the Arch Cape Water Service District. Based on this evidence, the Hearings Officer concludes that adequate water is available to satisfy this standard. A condition of approval is imposed to ensure that this standard is met.

S.2.500 Erosion Control Development Standards--An erosion control plan shall be required for land disturbing activities, in conjunction with a development permit.

Finding: A condition of approval is imposed to require the submittal of an erosion control plan with all development permit applications.

S3.509 Approval of Certain Uses in the Farm and Forest Zones. The applicant must demonstrate that the proposed use will not force a significant change in or significantly increase the cost of accepted farm and forest practices on farm and forest lands; or significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.

Finding: The applicant proposes to site a rural fire station within its service area to minimize the costs to provide fire suppression and emergency services to all properties within its service area. The Hearings Officer finds that by providing fire and emergency response services as proposed, the applicant has demonstrated that the proposal will not significantly increase the costs of fire suppression, increase the risk to fire suppression personnel or significantly increase fire hazards in the area.

In addition, the record shows that the property is sited in an area that is not used or needed for resource uses. The applicant proposes to convert only a small portion of the existing 80-acre parcel for non-resources uses and the proposed two-acre parcel is located near Highway 101 in an area that has already been significantly affected by non-resource development. Based on this evidence, the Hearings Officer concludes that the proposed use will not force a significant change in or significantly increase the costs of accepted farm and forest uses on adjacent or nearby resource lands.

S3.512 Siting Requirements for Dwellings and Structures in Forest and Agriculture-Forest Zones. Dwellings and structures shall be sited on the parcel [where] (A) They have the least impact on nearby or adjoining forest or agricultural lands; (B) The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized; (C) The amount of forest lands used to site access roads, service corridors, * * * and structures is minimized; and (D) the risks associated with wildfire are minimized.

Finding: As noted above, the applicant proposes to create a two-acre parcel that is located near Highway 101, near other non-resource uses, thus minimizing the amount of land taken out of resource use, and minimizing the effect of the proposed uses on existing resource practices, to the extent they are occurring on the 78-acre remainder parcel and other nearby resource tracts. In addition, the proposed two acre parcel is the smallest parcel that could accommodate the proposed uses, parking and buffering. Finally, the proposed use, a rural fire station, will provide fire suppression services that will help reduce the risk of wildfire in the area.

This criterion is satisfied.

S3.512 Continued--The applicant shall provide evidence that the domestic water supply is from a source authorized by the Oregon Water Resources Department.

Finding: The applicant is connecting to the Arch Cape Water Service District. The district will provide domestic water in accordance with the requirements set out in OWRD and Oregon Health Division regulations for community water districts. This standard is satisfied.

S5.030-5.034--Access Control.

Finding: These standards require a showing that the applicable transportation authority (county, city or state) have or will approve an access approach onto a public road. The proposed access to the property must be safe and provide adequate capacity for the use.

The applicant proposes to install an access from the property directly onto Highway 101. The applicant asserts that access to Highway 101 is a benefit because the highway is the main thoroughfare through its district, and emergency response time is shortened when access to the main highway is readily available. Some members of the public recommended that a traffic light be installed on Highway 101 at the fire station intersection to alert on-coming drivers of the existence of the station. The applicant responded that ODOT controls the installation of signals on Highway 101, and approves signals only if they are warranted. In this case, the applicant asserts, ODOT has concluded that a signal is not warranted.

The applicant has provided evidence that ODOT has given conditional approval for an access approach onto Highway 101 without the need to install signals. The Hearings Officer concludes that as proposed, signalization is not warranted and, provided the applicant complies with the conditional access approval standards, this standard is satisfied as well.

CCLWD&UO 4.043 Geologic Hazard Permit Requirements.

Finding: The subject property is located within a geologic hazard zone. The applicant has provided a preliminary geotechnical report from Horning Geosciences, dated March 31, 2006. That report indicates that it is feasible to develop the property as proposed, provided the applicant develops the property in accordance with recommendations provided in a detailed geotechnical study. The applicant has indicated that is has commissioned the detailed geotechnical study but that it is not complete. The Hearings Officer concludes that it is appropriate to require the submittal of a detailed geotechnical report either before or concurrent with the submittal of development permit applications, and to require that all development on the site comply with recommendations set out in that detailed geotechnical report.

CCLWD&UO 5.015(2) Authorization of a Conditional Development and Use

In addition to the other applicable standards of this ordinance, the hearing body must determine that the development will comply with the following criteria * * *:

(a) The proposed use does not conflict with any provision, goal or policy of the Comprehensive Plan.

Finding: Based on the findings set out on page 3 above and incorporated herein by this reference, the Hearings Officer concludes that the proposal is consistent with the Clatsop County Comprehensive Plan.

(b) The proposed use meets the requirements and standards of the [CCLWD&UO.]

Finding: As explained in the findings in response to the specific standards set out in the CCLWD&UO and in the Standards Document, the Hearings Officer finds that the applicant has met or can meet the applicable standards, provided the applicant complies with conditions of approval set out below.

(c) The site under consideration is suitable for the proposed use considering:

- 1. The size, design, and operating conditions of the use, including but not limited to off-street parking, fencing/buffering, lighting, signage and building location.**

Finding: The applicant has demonstrated that the proposed two-acre parcel is the minimum necessary to accommodate the proposed use, and that the design and siting of the structures on the property are intended to minimize the impact of the proposed use on adjoining properties. The applicant has demonstrated that off-street parking standards have been met, and that it will meet all applicable lighting or signage standards.

Testimony was received expressing concerns regarding sirens, lighting and trespass from the subject parcel through the Castle Rock Estates tunnel to the beach. With respect to lighting, the testimony requested that lighting be minimized to allow for maximum enjoyment of the night sky.

In response to this testimony, the applicant's representative testified that pagers have replaced sirens as the mechanism to call volunteers to the fire station in the event of an emergency. The emergency response vehicles are equipped with sirens that will be used as necessary to provide safe travel along Highway 101. With respect to lighting, there was testimony that some residents of the area prefer to have more lighting in the area to enhance security and provide some illumination on Highway 101. The applicant stated that its proposal is to provide lighting on the building and in the parking lot as needed to guide people into the property and the buildings, but that it will not otherwise install perimeter or security lighting. With respect to buffers and fencing to minimize trespass onto the Castle Rock Estates property, the applicant's representative testified that the applicant intended to retain the existing vegetation, which includes 10-foot tall blackberry and salal, as the primary buffer along the perimeter of the property. The applicant's representative testified that the buffer is difficult to move through, and should provide an adequate deterrent to potential trespassers.

Based on the applicant's testimony and evidence, which the Hearings Officer finds to be credible, the Hearings Officer concludes that this criterion is met.

2. The adequacy of transportation access to the site, including street capacity and ingress and egress to adjoining streets.

Finding: The applicant has demonstrated that Highway 101 has adequate capacity to serve the trips generated from the proposed use, and that the access approach to Highway 101 will satisfy ODOT standards for sight distance and vision clearance. The Hearings Officer finds that transportation access is adequate to serve the proposed use.

3. The adequacy of public facilities and services necessary to serve the use.

Finding: The Arch Cape Sanitary and Water Districts have formally approved the extension of sewer and water services to serve the property. No other public services have been identified as being necessary to serve the proposed use. This criterion is satisfied.

4. The natural and physical features of the site such as topography, natural hazards, natural resource values and other features.

Finding: The subject property is appropriate for the proposed use because it is the only site located out of the tsunami zone that is suitable for siting a fire station and has a willing seller. The property is located off of Highway 101, a preferred location for emergency providers. The structures on the site will be located to avoid affecting Austin Creek, which traverses the southwest portion of the property. This criterion is satisfied.

(d) The proposed use is compatible with existing and projected uses on surrounding lands, considering the factors in (c) above.

Finding: The Hearings Officer adopts the findings set out in the staff report at page 13, which state:

"The fire department responded to 282 emergency calls last year and 278 the previous year. Approximately 35% were in the Arch Cape/Falcon Cove area. This area is a rural residential area of Clatsop County. The fire station does not detract from the rural environment, and provides a needed service to the community. Overall, the proposal makes good use of an existing site, does not create any additional impact on the environment and maintains the rural character of southern Clatsop County."

(e) The proposed use will not interfere with normal use of coastal shorelands.

Finding: The subject property is not designated as coastal shorelands, and will not interfere with uses allowed on coastal shorelands.

(f) The proposed use will cause no unreasonably adverse effects to aquatic or coastal shoreland areas.

Finding: The proposed use will provide fire and emergency response service in a rural area. The property is not designated as coastal shorelands and use of the property will not cause runoff or other deleterious effect to aquatic species or coastal shorelands. The property will continue to include vegetation that is typical of the Oregon coast, including coastal conifers, salal and blackberries. This criterion is satisfied.

(g) The use is consistent with the maintenance of peripheral and major big game habitat on lands identified in the Comprehensive Plan as Agricultural Lands or Conservation Forest Lands. In making this determination, consideration shall be given to the cumulative effects of the proposed action and other development in the area on big game habitat.

Finding: The proposed fire station will be sited near Highway 101 in an area that is already developed with non-resource uses. The remainder of the property will continue to be zoned and managed for resource uses. In addition, ODFW has reviewed the proposal and recommended conditions of approval to minimize the impact of the development on existing stream and habitat resources. Based on this evidence, the Hearings Officer concludes that it is appropriate to impose conditions of approval requiring the identification of Austin Creek on the partition plat, a requirement that no development occur within 50 feet of the Austin Creek streambank, and a requirement that existing vegetation be retained as feasible. With these conditions, this criterion is satisfied.

IV. CONCLUSION

For the reasons set forth above, the Hearings Officer concludes that the proposal meets all applicable approval criteria, provided the conditions set forth below are satisfied:

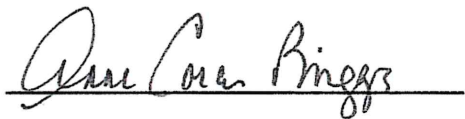
1. This approval shall expire four years after the date of the County's final decision on this matter, unless substantial construction or action pursuant thereto has taken place, or a time extension has been granted, subject to Section 5.030.
2. Approval is based on the submitted plan. Any substantial change will require the applicant to submit a new application for conditional use review. Development shall be limited to the proposed footprint of the driveway/parking lot and firehouse only, leaving the remainder of the property in its present state.
3. Development shall comply with all applicable state, federal and local laws and regulations.
4. The applicant shall submit a detailed geotechnical study prior to or concurrent with development permit applications. The geotechnical study shall be reviewed and approved by county staff prior to the issuance of building permits. All development shall be consistent with the recommendations set out in the approved geotechnical study.
5. Prior to construction, the applicant shall obtain all necessary development permits.
6. A sign permit from Community Development shall be sought and approved prior to the placement of any new sign.
7. The partition shall be finalized and recorded with the Clatsop County Clerk prior to the issuance of any development/building permit applications.
8. The applicant shall demonstrate that it has satisfied the Sanitary and Water Districts requirements as stated in their service letters prior to the submittal of development permit applications. The applicant shall also provide documentation that the water service to be provided by the Water District is adequate to provide at least 250 gallons of water per day on a year-round basis.

9. The applicant shall provide a copy of the final, approved access permit from ODOT prior to submittal of an application for a building permit for the fire station.
10. The applicant shall provide an Erosion Control Plan consistent with the design standards set out in the Code.
11. Site drainage and stream riparian buffers must be constructed and maintained in accordance with ODFW recommendations for protection of Austin Creek.
12. Trees on the parcel must be retained to the maximum extent feasible. Trees may be removed to accommodate development within the proposed building, parking and access footprints. Dead, diseased trees and trees posing a threat to public safety may also be removed.
13. The applicant shall comply with all yard and riparian setbacks. Buildings shall not exceed 45 feet in height.

Accordingly, this application is APPROVED, as conditioned above.

Dated this 13th day of March, 2007

Mailed this ____ day of March, 2007



Anne Corcoran Briggs, Hearings Officer

Pursuant to LWUDO 2.230(3) and ORS 215.422(1), this decision is final unless it is appealed within ten days of the date this decision is mailed.



Oregon

Theodore R. Kulongoski, Governor

APRIL 21, 2009

Department of Environmental Quality
Northwest Region Portland Office
2020 SW 4th Avenue, Suite 400
Portland, OR 97201-4987
(503) 229-5263
Fax: (503) 229-6945
TTY: (503) 229-5471

THOMAS MERRELL
MANAGER
ARCH CAPE SANITARY DISTRICT
PO BOX 28
ARCH CAPE, OR 97102-0028

RE: Arch Cape Sanitary District
File No: 3300
Clatsop County

**Arch Cape Fire Station Sanitary Sewer Extension
Plan Approval**

Dear Mr. Merrell:

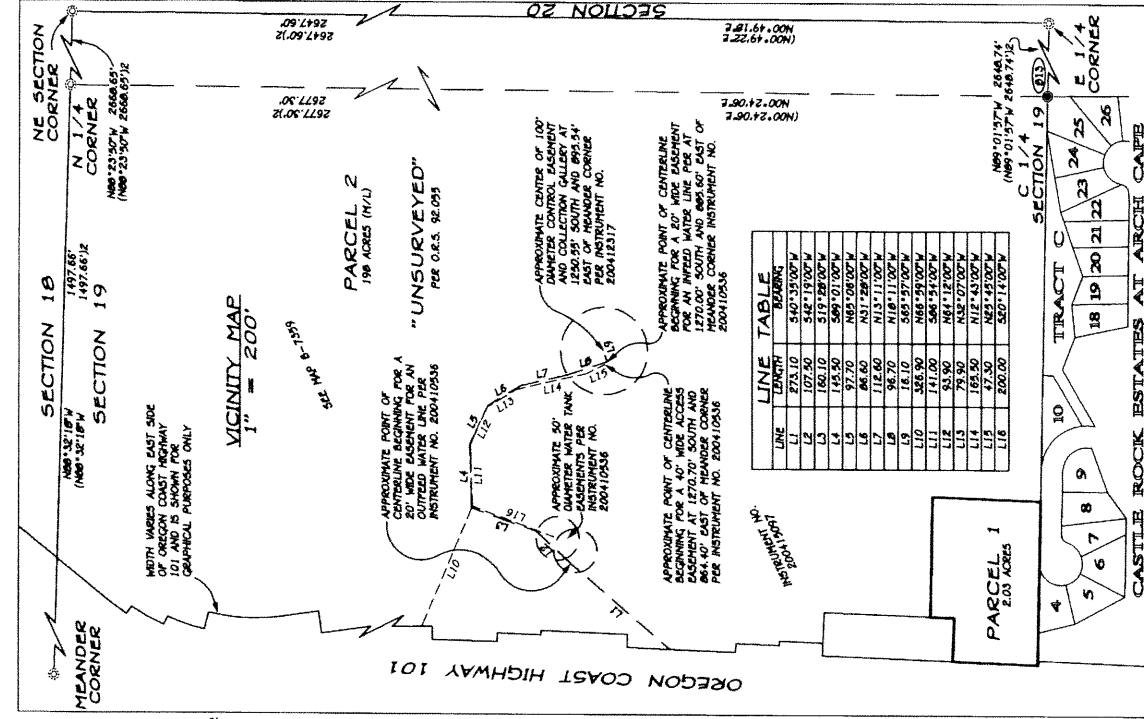
The Oregon Department of Environmental Quality (ODEQ) has approved sanitary sewer plans for connection of the Arch Cape Fire Station to Arch Cape Sanitary District (ACSD). Mr. Nathan C. Crater, PE, of HLB/OTAK, Incorporated, submitted the sanitary sewer plans and specifications on March 30, 2009, per Oregon Administrative Rule (OAR) Chapter 340, Division 052. A \$149 Technical Activities Fee (TAF) was paid for ODEQ's plan review on this project. A project description and DEQ's conditions of approval are listed below.

DESCRIPTION – Construct:

- 98 lineal feet of 6-inch diameter, ASTM D-3034 SDR-35 PVC sanitary lateral;
- One standard 48-inch diameter concrete manhole;
- One inside drop connection to an existing concrete manhole;
- Two 8-inch diameter, ASTM D-3034 SDR-35 PVC cleanouts; and
- 257 lineal feet of 8-inch diameter, ASTM D-3034 SDR-35 PVC sanitary sewer main.

CONDITIONS OF APPROVAL

1. Construction shall be inspected and certified in writing by the design engineer, Mr. Nathan C. Crater, PE, per OAR 340-052. Please use the attached "Inspection and Certification of Proper Construction" and "Manhole Test Record" forms to certify the project and to record testing on the new project manhole and the inside drop manhole connection.
2. The ACSD shall not allow any sewer construction to be performed, except under active inspection. Sanitary taps to existing sewers must be inspected and approved by qualified ACSD staff. Only APWA approved materials and methods shall be used.
3. All sanitary sewer materials, construction, and testing shall comply with the American Public Works Association (APWA), Oregon Chapter, Year-2002 and subsequent revisions (Part RD300 of Oregon Standard Drawings and Part 00400 of Oregon Standard Specifications for Construction), and with the ACSD Construction Standards. The most stringent requirements shall apply in each situation. A copy of both APWA and ACSD construction standards shall be kept at the construction site for reference at all times.
4. The PVC sanitary sewer main shall be **air tested** per APWA Part 00445.72, and **deflection tested** per Part 00445.73. A **TV acceptance inspection** is required for the newly constructed sanitary sewer, per APWA Part 00445.74. Sanitary sewer **manholes shall be tested**, per APWA Part 00470.71.



SHEET 1 OF 2

PARTITION PLAT NO. 2008-12

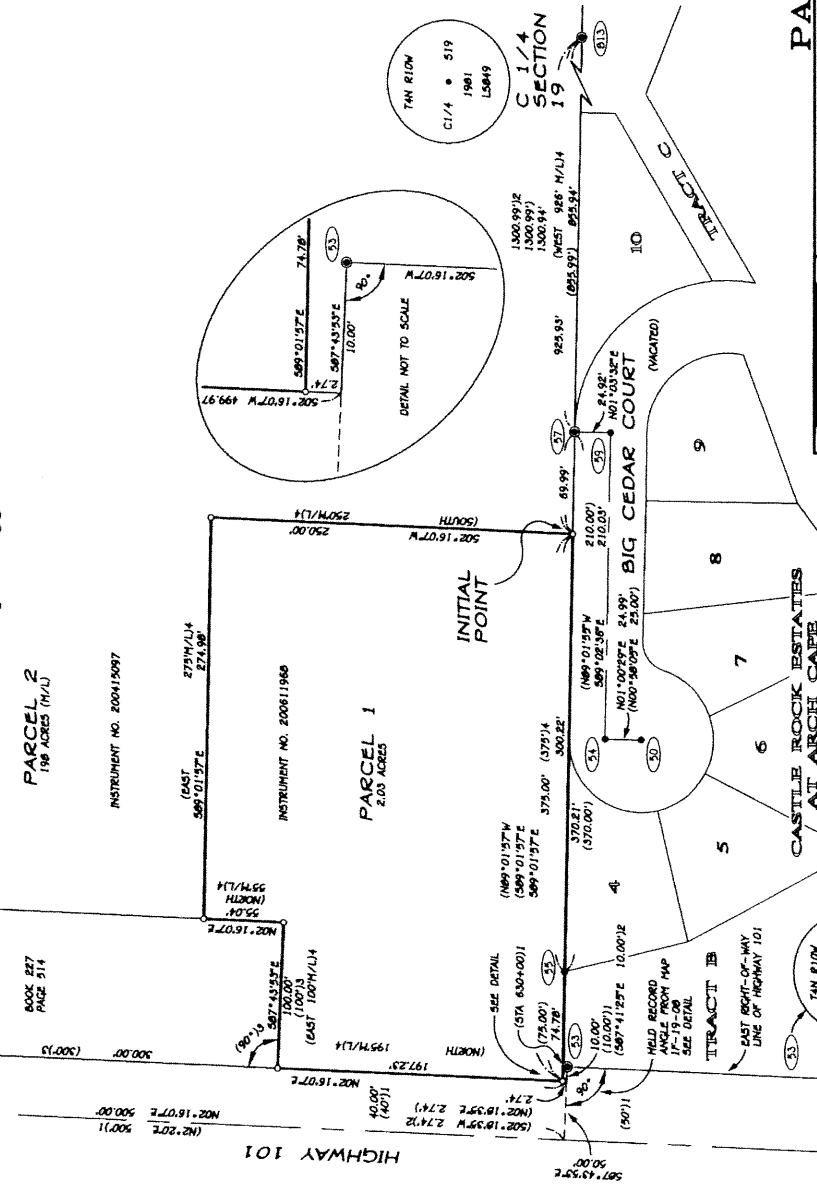
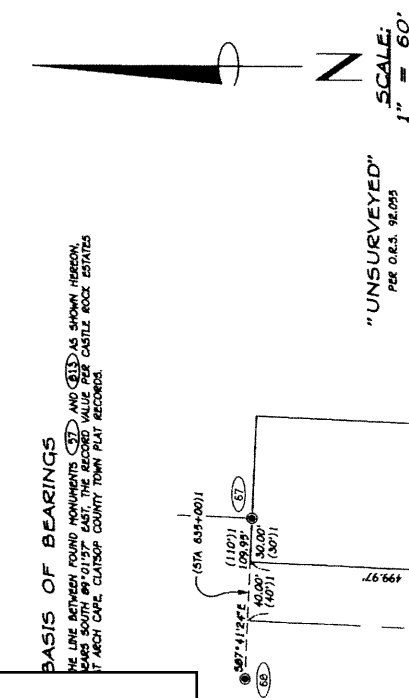
SURVEY FOR:
CANNON BEACH RURAL FIRE PROTECTION DISTRICT
 A PORTION OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 200415097
 NW & NE 1/4 SECTION 19, T4N, R10W, W.M.
 CLATSOP COUNTY, OREGON

HLB
OTAK
 PROFESSIONAL LAND SURVEYOR
 DALE N. BARRETT
 OREGON
 1974
 15-WE
 11-15-08
 15849

REGISTERED PROFESSIONAL LAND SURVEYOR
 DALE N. BARRETT
 OREGON
 1974
 15-WE
 11-15-08
 15849

DATE: AUG. 17, 2007
 JOB NO.: 41923
 COUNTY: CLATSOP
 DISTRICT: 158403/RECON
 FIELD: HCH/24K
 CHECKED: DLW

- LEGEND**
- INDICATES SET 5/8" X 3/4" BEARS WITH YELLOW PLASTIC CAP MARKED "HLB OTAK INC."
 - INDICATES FOUND MONUMENT AS NOTED HEREON
 - INDICATES FOUND MONUMENT AS NOTED HEREON, HELD FOR CONTROL AND PLOTS OF BEARINGS
 - INDICATES CALCULATED POSITION PER MAP B-7399
 - INDICATES MONUMENT NO., SEE MONUMENT NOTES
 - () INDICATES RECORDED VALUE PER PLAT OF CASTLE ROCK ESTATES AT ARCH CAPE
 - () INDICATES RECORDED VALUE PER O.S.H.D. MAP B-7399
 - () INDICATES RECORDED VALUE PER MAP B-7399
 - () INDICATES RECORDED DEED VALUE PER BOOK 287, PAGE 514
 - () INDICATES RECORDED DEED VALUE PER INSTRUMENT NO. 200611968
 - NO () INDICATES MEASURED VALUES



DECLARATION

ALL PEOPLE BY THESE PRESENTS THAT THE CANNON BEACH RURAL PROTECTION DISTRICT, A CORPORATION, AND STINSON LUMBER COMPANY, AN OREGON CORPORATION, ARE THE OWNERS OF THE LAND DESCRIBED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN PARAGRAPHS 1 THROUGH 10 OF THIS INSTRUMENT, AND THAT THE SAID PARTITIONING INSTRUMENTS CANNOT BE RECORDED UNLESS THE SAID MAP IS IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92.

DALE N. BARRETT, PRESIDENT, CANNON BEACH RURAL FIRE PROTECTION DISTRICT
ANDREW W. MILLER, PRESIDENT, STINSON LUMBER COMPANY

ACKNOWLEDGMENT

STATE OF OREGON > S.S.
COUNTY OF CLATSOP >

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20 DAY OF September, 2007, BY ALFRED AWA, JR.

NOTARY PUBLIC:
Signature: Alfred Awa, Jr.
Print Name: Alfred Awa, Jr.

COMMISSION NO. 471599

MY COMMISSION EXPIRES: May 22, 2011

ACKNOWLEDGMENT

STATE OF OREGON > S.S.
COUNTY OF MULTNOMAH >

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 6 DAY OF September, 2007, BY ANDREW W. MILLER.

NOTARY PUBLIC:
Signature: Margaret Rodgers
Print Name: Margaret Rodgers

COMMISSION NO. 418907

MY COMMISSION EXPIRES: 9/14/2011

MONUMENT NOTES

- (30) FOUND 3/8" REBAR WITHOUT CAP FLUSH WITH ASPHALT IN POSITION. SEE PLAN OF CASTLE ROCK ESTATES AT ARCH CAPE.
(31) FOUND 3" CROWN ZELLENBACH BRASS CAP 0.30" ABOVE GROUND SURFACE. MONUMENT STA. 519-TAN R10W L.S. 944 1981. HELD FOR RIGHT-OF-WAY ANGLE POINT AT STATION 630+00. SEE MAP 8-2504.
(32) FOUND 1 1/2" ALUMINUM CAP FLUSH WITH ASPHALT IN POSITION. ONLY PUNCH MARK LEGIBLE. SEE PLAN OF CASTLE ROCK ESTATES AT ARCH CAPE.
(33) FOUND 3/8" REBAR WITH NO CAP. 0.20" ABOVE GROUND SURFACE IN POSITION. ONLY PUNCH MARK LEGIBLE. SEE PLAN OF CASTLE ROCK ESTATES AT ARCH CAPE.
(34) FOUND 1 1/2" IRON BAR 0.20" ABOVE GROUND SURFACE. O.S.H.D. MONUMENT STA. 635+00 (70%), HELD FOR RIGHT-OF-WAY. SEE MAP 8-19-08.
(35) FOUND 1 1/2" IRON BAR 0.20" ABOVE GROUND SURFACE. O.S.H.D. MONUMENT STA. 635+00 (140%), HELD FOR RIGHT OF WAY. SEE MAP 8-19-08.
(36) FOUND 3" BRASS CAP INCORPORATED "C1/4 519 TAN R10W L.S. 949 1981" FLUSH WITH GROUND SURFACE. HELD FOR CENTER OF SECTION 19. SEE MAP 8-7359. BRAMING TREES DESCRIBED ON SAID MAP WERE FOUND IN PLACE.

SURVEYOR'S NOTE

THIS PROPERTY IS ALSO SUBJECT TO THE RIGHTS AND PRIVILEGES FOR THE OPERATION, INSTALLATION AND MAINTENANCE OF A WATER SYSTEM AND TANKS AS SHOWN ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN PARAGRAPHS 1 THROUGH 10 OF THIS INSTRUMENT. THE CLATSOP COUNTY DEED RECORDS NO EXACT LOCATION FOR SAID EASEMENTS ARE DESCRIBED.

APPROVALS

APPROVED THIS 21 DAY OF SEPTEMBER, 2007
Signature: Dale Barrett
CLATSOP COUNTY SURVEYOR

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 92.095 HAVE BEEN PAID AS OF May 14, 2008
Signature: Steven J. Dwyer
CLATSOP COUNTY ASSESSOR AND TAX COLLECTOR
APPROVED THIS 21 DAY OF September, 2007
Signature: Steven J. Dwyer

DIRECTOR, CLATSOP COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

CERTIFICATE OF COUNTY CLERK

STATE OF OREGON >
> S.S.
COUNTY OF CLATSOP >
I DO HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECEIVED FOR RECORD ON May 19, 2008, AT 11:23 O'CLOCK, A.M., AND RECORDED AS INSTRUMENT NUMBER 200804689
CLATSOP COUNTY RECORDS.
Signature: Kathleen Remy
CLATSOP COUNTY CLERK

SURVEYOR'S CERTIFICATE

- 1. DALE N. BARRETT, PLS 1979, CERTIFY THAT: I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED AS PARCEL 1 ON THE ATTACHED PLAT IN ACCORDANCE WITH ORS 92.040, BEING A PORTION OF THAT PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 200415097, CLATSOP COUNTY RECORDS. THE BOUNDARY OF PARCEL 1 BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, SAID POINT BEING MARKED WITH A 3" BRASS CAP MARKED "C1/4 519 TAN R10W L.S. 849 1981"; THENCE NORTH 89°10'19" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 19 A DISTANCE OF 375.00 FEET TO A POINT BEING MARKED "HUB OTAK INC."; THENCE CONTINUING NORTH 89°10'19" WEST ALONG THE SAID EAST-WEST CENTERLINE OF SECTION 19 A DISTANCE OF 375.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OREGON ROAD HIGHWAY 101; THENCE NORTH 02°16'07" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 197.23 FEET TO A POINT ON THE SOUTH LINE OF THAT PROPERTY CONVERTED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION IN BOOK 227, PAGE 314, CLATSOP COUNTY DEED RECORDS; THENCE SOUTH 87°43'57" EAST ALONG SAID SOUTH LINE A DISTANCE OF 100.00 FEET; THENCE NORTH 02°16'07" EAST A DISTANCE OF 55.04 FEET; THENCE SOUTH 89°10'19" EAST A DISTANCE OF 274.98 FEET; CONTAINING 2.03 ACRES, MORE OR LESS, SITUATED IN THE NW 1/4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON.

NARRATIVE

THIS SURVEY WAS CONDUCTED AS A DEPENDENT RESURVEY OF THE SUBJECT PROPERTY DESCRIBED IN INSTRUMENT NO. 200415097 AND A PORTION OF THE SUBJECT PROPERTY DESCRIBED IN INSTRUMENT NO. 200715097. THE CLATSOP COUNTY DEED RECORDS THE PURPOSE OF THIS SURVEY IS TO PARTITION THE PROPERTY INTO TWO PARCELS AS SHOWN HEREON. THE SOUTH LINE OF THE SUBJECT PROPERTY IS ALONG THE EAST-WEST CENTERLINE OF SECTION 19. THIS MONUMENT WAS SET IN A 1981 SURVEY PERFORMED BY LARL FORBES AND RECORDED AS MAP 8-7359, CLATSOP COUNTY SURVEY RECORDS. SAID SURVEY DOES NOT AGREE WITH A 1974 SURVEY PERFORMED BY ROBERT HOTON, WHICH SHOWS A CALCULATED CENTER 1/4 CORNER OF SECTION 19 AT THE EAST RIGHT-OF-WAY OF HIGHWAY 101. THE CENTERLINE OF SECTION 19 AT THE EAST RIGHT-OF-WAY OF HIGHWAY 101, THE PLAT OF CASTLE ROCK ESTATES AT ARCH CAPE ALSO HOLDS FORBES'S BRASS CAP AT THE CENTER 1/4 AND A POSTER YELLOW PLASTIC CAP AT THE EAST RIGHT-OF-WAY OF HIGHWAY 101 FOR SAID EAST-WEST CENTERLINE. OUR SURVEY RECORDED HEREON HOLDS THE MONUMENT AT THE CALCULATED POSITION. OUR SURVEY HOLDS MONUMENT (37) FROM THE AFORESAID PLAT AS A POINT ON SAID EAST-WEST CENTERLINE AND SAID LINE IS EXTENDED TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 101. MONUMENTS (37) AND (38) WERE HELD FOR THE RIGHT-OF-WAY OF HIGHWAY 101. RECORDED DISTANCES WERE HELD TO ESTABLISH THE BEARING OF THE CENTERLINE AND THEN OFFSET TO ESTABLISH THE EAST RIGHT-OF-WAY LINE AND THE WESTERLY THEN POINT OF PARCEL 1. THE RECORDED ANGLE OF 90° WAS USED FROM MONUMENT (38) TO ESTABLISH THE ANGLE POINT AT STATION 630+00. THE NORTH LINE OF PARCEL 1 WAS ESTABLISHED BY HOLDING THE RECORDED ANGLE OF 90° FROM THE ESTABLISHED RIGHT-OF-WAY AT STATION 632+00 PER PARCEL 1. THE CENTERLINE AND BEARING OF THE CENTERLINE OF SECTION 19 AND THE NORTH LINE ESTABLISHED BY DEED CALLS PER INSTRUMENT NO. 200415097 AND THE EAST LINE OF PARCEL 1 WAS ESTABLISHED AT 375.00 FEET EAST OF AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 101 PER INSTRUMENT NO. 200611968.

PARTITION PLAT NO. 2008-12

SURVEY FOR: CANNON BEACH RURAL FIRE PROTECTION DISTRICT
A PORTION OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 200415097
NW & NE 1/4 SECTION 19, T4N, R10W, W.M.
CLATSOP COUNTY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR Dale Barrett OREGON DALE N. BARRETT 1979
CLATSOP COUNTY SURVEYOR: DALE N. BARRETT, PLS 1979
CLATSOP COUNTY ASSESSOR AND TAX COLLECTOR: STEVEN J. DWYER
CLATSOP COUNTY CLERK: KATHLEEN REMY
CLATSOP COUNTY COMMUNITY DEVELOPMENT DEPARTMENT: [Signature]



Clatsop County

Community Development – Planning

800 Exchange St., Suite 100
Astoria, OR 97103
(503) 325-8611 phone
(503) 338-3606 fax
www.co.clatsop.or.us

PUBLIC NOTICE

REQUEST BEFORE THE CLATSOP COUNTY PLANNING COMMISSION: TEXT AMENDMENTS TO GOAL 11 ELEMENT OF THE CLATSOP COUNTY COMPREHENSIVE PLAN AND AMEND THE SOUTHWEST COASTAL COMMUNITY PLAN, TO INCLUDE A PARCEL WITHIN ARCH CAPE SANITARY DISTRICT

Ordinance No. 23-09

DATE OF HEARING: **Tuesday, October 10, 2023**
TIME: 10:00 a.m.
LOCATION: **Hybrid: Judge Guy Boyington Building, 857 Commercial Street, Astoria, and via Zoom webinar link (Virtual Meeting)**
To join the meeting from your computer, tablet or smartphone:
<https://co-clatsop-orus.zoom.us/j/83932736797?pwd=WFJePkl6GtLHn9X65CJ98MITFCwVuw.ktR3J85BQYT5EiEk>
Dial by your location: 1 253 215 8782 US
Webinar ID: 839 3273 6797
Passcode: 000068
CONTACT PERSON: Julia Decker, Planning Manager

You are receiving this notice because you own property within 750 feet of the request listed below, or you are considered to be an affected state or federal agency, local government, or special district. A vicinity map for the subject property may be found on page 2.

Clatsop County Community Development is undertaking an exception to Goal 11 and map/text amendments to the Clatsop County Comprehensive Plan to extend the Arch Cape Sanitary District's boundary to include the Arch Cape Fire Station, located at 79729 Hwy 101, Arch Cape, T4N, R10W, Sec. 19BC, TL 04000, immediately adjacent to Arch Cape. The subject property is zoned F-80 (Forest – 80, 80-acre minimum lot size). A zone change is not required. This exception will formalize and conclude procedures begun in 2007, pursuant to OAR 660-011-0060, but not completed.

Please see map on reverse side.

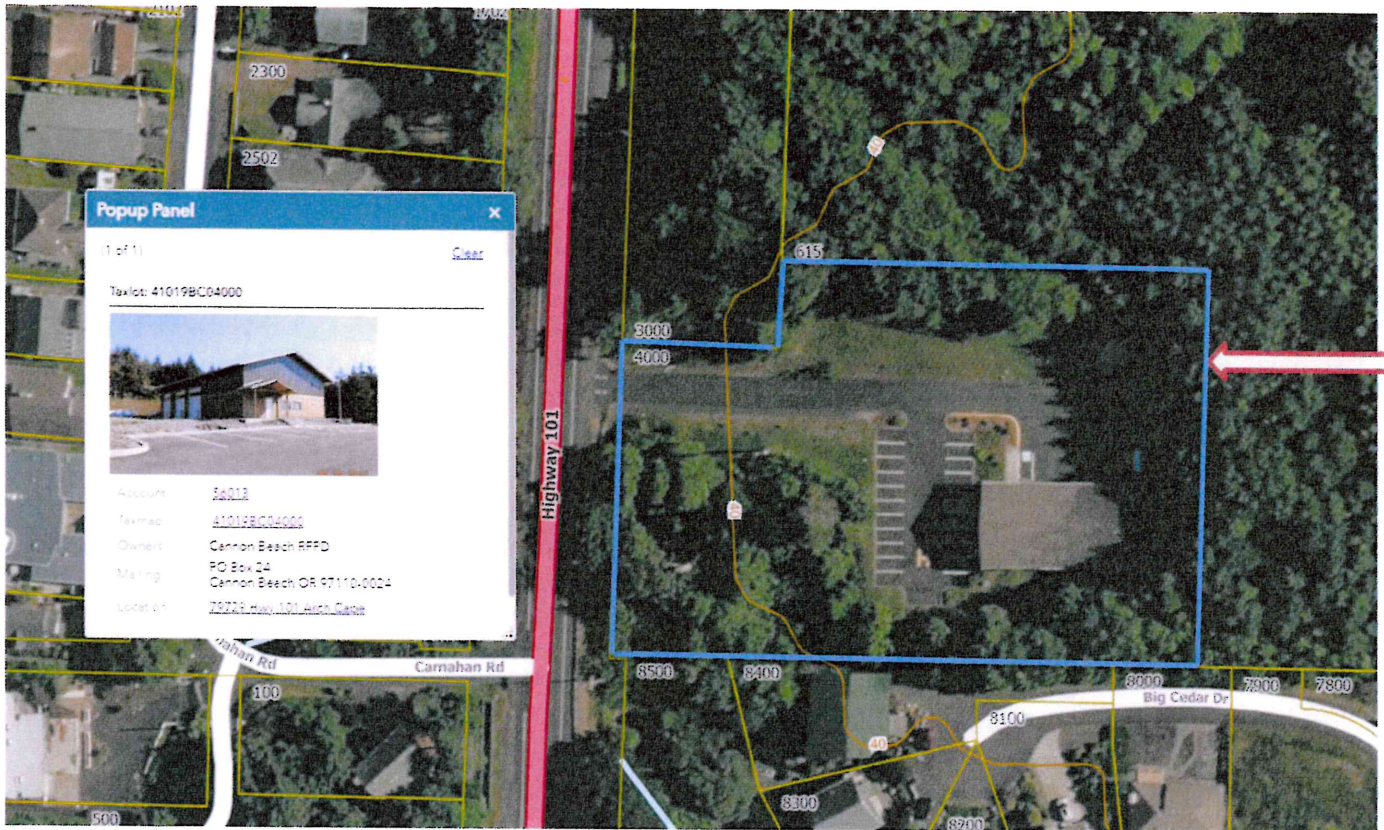
NOTICE IS HEREBY GIVEN that Clatsop County's Community Development Department, Land Use Planning Division has received the application described above. Pursuant to *Section 2.1030* of the Clatsop County Land and Water Development and Use Code #20-03, the Department Director has scheduled a quasi-judicial public hearing on this matter before the Clatsop County Planning Commission at **10:00 a.m. on Tuesday, October 10, 2023**, in accordance with the requirements depicted in the county ordinance.

All interested persons are invited to testify in person by attending in person or via the virtual hearing, or you may testify in writing by addressing a letter to the Clatsop County Planning Commission, 800 Exchange Street, Suite 100, Astoria, OR 97103. Written comments may also be sent via FAX to [503-338-3606](tel:503-338-3606) or via email to comdev@co.clatsop.or.us. Written comments must be received in this office no later than **4:00 p.m. on Monday, October 2, 2023**, in order to be included in the agenda packet. Written comments received by **4:00 p.m. on Monday, October 9, 2023**, will be presented at the hearing by staff; comments will be accepted at the hearing up to the point when the Planning Commission Chairperson closes the public comment portion of the hearing.

Planning representative for the application is Julia Decker, Planning Manager, (503) 325-8611 or jdecker@clatsopcounty.gov.

NOTE: Failure to raise an issue precludes appeal on that issue; and in raising an issue, you must specify the relevant Zoning Code criterion (see page 2*) to which the issue is directed.

Notice to Mortgagee, Lien Holder, Vendor or Seller: ORS Chapter 215 requires that if you receive this notice it must promptly be forwarded to the purchaser.



2022 aerial, Clatsop County GIS. Cannon Beach Rural Fire Protection District (Arch Cape Fire Hall), 79729 Hwy 101, depicted in blue outline. Amber contour line indicates slope. Properties to south on Big Cedar Drive (Castle Rock Estates) and across the highway to the west on Carnahan Road are within the Arch Cape Sanitary District. Parcels to the north and east are not within the sanitary district.

The Clatsop County Planning Commission will consider the request and make a recommendation to the Board of Clatsop County Commissioners, who will make the final decision regarding the request.

The following criteria may apply to the request:

LAWDUC 20-03

- 2.1050 Type IV Procedure
- 2.2000 Public Deliberations and Hearings

Oregon Administrative Rule 660-011-0060

COMPREHENSIVE PLAN

- Goal 1 (Citizen Involvement)
- Goal 2 (Land Use Planning)
- Goal 6 (Air, Water, and Land Quality)
- Goal 11 (Public Facilities & Services)
- Southwest Coastal Community Plan**

The above-referenced documents are available for review at the Clatsop County Community Development Department office, 800 Exchange Street, Suite 100, Astoria, Oregon, and on-line at the county's website, www.co.clatsop.or.us.

A copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at the Community Development Department Office during normal business hours (M-F, 7:30 a.m. to 4 p.m.) at no cost and will be provided at reasonable cost.

If you have questions about this land use matter or need more information, please contact Julia Decker, Planning Manager, at (503) 325-8611, or via email at jdecker@co.clatsop.or.us.

OWNER_LINE	OWNER_LL_1	OWNER_LL_2	STREET_ADD	CITY STATE ZIP_CODE
Andersen Joel D	Andersen Misti Dawn B	Andersen Revocable Trust Joel	2134 NE 19th Ave	Portland, OR 97212
Arch Cape Domestic Water Supply District	Ardington Susan Shayne		32065 E Shingle Mill Ln	Arch Cape, OR 97102
Ardington Michael Aynsley			3237 Centerwood Ct SE	Olympia, WA 98501
Barsukoff Ivan/ Evodokia	Byron Thomas, Stephen	Byron Kay, Harding	4634 S Timber Trail Dr	Woodburn, OR 97071-8719
Berg J&S Investments LLC			19174 SW 55th Ct	Tualatin, OR 97062
Byron Living Trust			3574 NE 182nd St	Lake Forest Park, WA 98155-4222
Caffall Bros Forest Products	Caffall Kathy L		PO Box 3178	Newberg, OR 97132-5178
Caffall Kathy L Rev Trust	Charrt Sharon L		1308 Oak Knoll Ct	Newberg, OR 97132-6046
Cannon Beach RFPD			80421 Big Cedar Dr	Arch Cape, OR 97102
Cannon Beach RFPD			PO Box 24	Cannon Beach, OR 97110-0024
Castle Rock Estates Owners			32001 Buena Vista Dr	Arch Cape, OR 97102-0121
Costa Dana A			1750 Cinnamon Hill Dr SE	Salem, OR 97306
Deemie Paul M	Childress Sandra A	Deemie and Childress Trust	3065 Crestview Dr S	Salem, OR 97302
Johnson Milton H/Joann R Tr	Johnson Family Trust		6405 Montana Ln	Vancouver, WA 98661
Kennedy Timothy	Kennedy Angela		3124 NE 28th St	Portland, OR 97212
Killam Merry	Killam James		10637 NW Lost Park Dr	Portland, OR 97229
Lieberman Noah	Lieberman Dena		4907 NE Ainsworth St	Portland, OR 97218
Lynch Edward C			400 W 36th St	Vancouver, WA 98660
Oregon State Dept Of Transport				
Petruzelli Stephen J	Petruzelli Dolores A	Petruzelli Revocable Living Trust	9980 SW Riverwood Ln	Tigard, OR 97224
Profitt Joanne Gail	Profitt Jack R		PO Box 1844	Beaverton, OR 97075-1844
Simpson Gregg	Hufford Gary L	Hufford Joan M	17734 Kantishna Dr	Eagle River, AK 99577
Solorzano Valerie			5721 SE Insley	Portland, OR 97206
Steele Robert W/Nicolette G			11135 June Agnes Cir	Eagle River, AK 99577
Walsh Gerald M	Walsh Ellen R		6003 Chadwell Rd SW	Huntsville, AL 35802
Willden Paula	Willden Christopher		80405 Carnahan Rd	Arch Cape, OR 97102
Arch Cape Sanitary District	Matt Gardner			
Brett Estes	DLCD Coastal Policy Specialist/NC Regional Rep			
Jon Jinings	DLCD Community Services Specialist			
Oregon Dept. of Forestry	Stewardship Foresters			
Arch Cape Falcon Cove Beach Community Club				
Hilary Foote	DLCD Farm Forest Specialist			

ODOTR2PLANMGR@ODOT.STATE.OR.US

mattgardneracuti@gmail.com
 Brett Estes@dldc.oregon.gov
 Jon.JININGS@dldc.oregon.gov
 Bryce.RODGERS@odf.oregon.gov; Craig.L.Sorster@odf.oregon.gov
 acfbcc@gmail.com
hilary.foote@state.or.us

CERTIFICATE OF MAILING

I hereby certify I served a copy of the attached public notice to those paid and deposited in the US Post Office, Astoria, Oregon, on said day or via email.



Date: September 20, 2023
 Roan Dickey, Permit Tech

9/19/2023



Affidavit for Posted Notice of a Public Hearing

(per LAWDUC Section 2.2030)

Please submit this completed declaration at least 7 days prior to the scheduled hearing.

Ordinance #23-09

I, Ian Sisson, Senior Planner, Clatsop County Community Development, do hereby declare as follows:

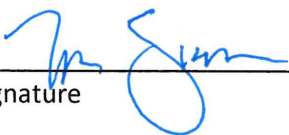
1. On September 29, 2023, I posted the "Notice of Public Hearing" sign(s) provided by Clatsop County Community Development on the project site (one for each frontage for corner lots):

79729 Hwy 101, Arch Cape

2. Attached to this declaration is a photograph showing the duly posted public notice on the project site.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this date, 10-3-2023



Signature

IAN SISSON

Print name

SENIOR PLANNER

Relationship to Project, e.g., owner, architect, attorney



**NO
PARKING
NO
TRESPASSING**
CANNON BEACH RURAL
FIRE PROTECTION DISTRICT

7
9
7
2
9

Cannon Beach
Rural Fire
Protection District
Arch Cape Station

Clatsop County
Subject of
PUBLIC HEARING
503) 325-8611
WWW.clatsopcounty.gov

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

November 8, 2023

Agenda Title: First Reading of Ordinance 23-10: Goal 11 Exception to Expand Arch Cape Sanitary District to Include 79876 and 79878 Hwy 101

Category: Public Hearing

Presented By: Ian Sisson, Senior Planner

Issue Before the Commission: Conduct the first public reading and hearing of Ordinance 23-10, to complete annexation of property known T4N, R10W, Sec. 19BB, TL 00300 and TL 00401, into the Arch Cape Sanitary District boundary.

Informational Summary: This exception proposal would amend Clatsop County's Comprehensive Plan Goal 11 and update any maps within the plan accordingly, for an exception to Goal 11. The Goal 11 exception after-the-fact would complete the boundary expansion of the Arch Cape Sanitary District's service area to include property located at 79876 (TL 401) and 79878 (TL 00300) Hwy 101, Arch Cape, in the Coastal Residential Zone (CR). The goal exception would correct an oversight from 2002, when the Board of Clatsop County Commissioners approved the annexation of the subject parcels into the Arch Cape Sanitary District without completing the Goal 11 exception process.

The subject parcels are oceanfront and are each developed with a single-family dwelling. The dwelling on TL 300 was constructed in 1961 and the dwelling on TL 401 was constructed in 1959. Both dwellings are situated near Highway 101 atop a steep coastal bluff. This section of coastline has historically experienced landslide activity and is within an identified geologic hazard area.

The dwellings were each originally served by on-site sewage disposal systems. Due to the steep, active terrain, the septic systems were small and experienced issues over time. In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by the Oregon Department of Environmental Quality (DEQ). No septic record is available for TL 300, however, based on site conditions, it is assumed that system presented the same hazards to public health. This goal exception is a housekeeping matter that "legalizes" and completes the already-constructed sewer extension.

No other proposals or expansions of use are requested at this time. No zone change or other goal exception is requested, nor necessary, according to discussions between Community Development and Department of Land Conservation and Development (DLCD) staff.

At its October 10, 2023, public hearing on the matter, the Clatsop County Planning Commission recommended the Board of Clatsop County Commissioners approve the goal exception.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)).

The procedure for this application is quasi-judicial.

No comments or public testimony have been received.

Fiscal Impact: None

Requested Action:

Continue the matter to the December 13, 2023, meeting for second reading and adoption.

Attachment List

- A. Ordinance 23-10, with proposed text amendments to Goal 11
- B. Staff report and exhibits

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting amendments to the Arch Cape Sanitary District Boundary and the text of Goal 11 of the Clatsop County Comprehensive Plan and update any maps within the plan, as appropriate, to expand the district’s boundary to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401.

ORDINANCE NO. 23-10

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, in 2002, the Board of Clatsop County Commissioners adopted a resolution and order to annex T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, located in the Coastal Residential Zone (CR), into the Arch Cape Sanitary District; and

WHEREAS, an exception to Goal 11 of the Clatsop County Comprehensive Plan is required for extension of sanitary sewer service outside the Arch Cape Rural Community boundary; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on October 10, 2023, and unanimously recommended the Board of County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, and update any maps within the County’s Comprehensive Plan that depict the sanitary district boundaries accordingly; and

WHEREAS, consideration for adoption of this Ordinance complies with the Post Acknowledgement Plan Amendment rules of the Oregon Land Conservation and Development Commission, and the Clatsop County Planning Commission has sought review and comment and has conducted a public hearing process pursuant to the requirements of ORS 215.050 and 215.060 and the Clatsop County Land and Water Development and Use Code; and

WHEREAS, the Clatsop County Board of Commissioners received and considered the Planning Commission’s recommendation and held a public hearing on November 8, 2023, that was continued to December 13, 2023; and

WHEREAS, public notice has been provided pursuant to law;

NOW THEREFORE,

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. An exception is taken to Statewide Planning Goal 11; the text of Clatsop County Clatsop County Comprehensive Plan Goal 11 is hereby amended as shown on the attached Exhibit A; and any maps forthcoming of the Arch Cape Sanitary District to be included in the Comprehensive Plan or Southwest Community Plan will document the revision; and

SECTION 2. In support of this ordinance, the Board adopts the findings dated October 3, 2023, and associated exhibits contained in Exhibit B.

Approved this _____ day of December, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: November 8, 2023
Second Reading: December 13, 2023
Effective Date: _____

EXHIBIT A

Proposed Clatsop County Comprehensive Plan Text Amendments for Boundary Adjustment to the Arch Cape Sanitary District to Include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401

Ord. 23-10 Additions: underlined.
Deletions: none.

WASTE DISPOSAL POLICIES

- Policy A:** Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.
- Policy B:** Clatsop County shall cooperate with cities in developing a phased growth plan to guide the provision of municipal services to urbanizable areas.
- Policy C:** Clatsop County may encourage alternative methods of sewage disposal when such methods are economically, legally, and environmentally feasible.
- Policy D:** Clatsop County should consider the use of solid waste to generate electricity.
- Policy E:** Clatsop County should continue to coordinate with the cities in the establishment of a regional landfill site.
- Policy F:** The County should identify suitable areas for use as a human waste disposal site.
- Policy G:** A Goal 11 exception in accordance with OAR 660-011-0060 has been taken to include T7N, R10W, Sec. 15, Tax Lot 00700 in the Shoreline Sanitary District Boundary. The subject parcel is within the Rural Service Area and is designated “Development” in the Comprehensive Plan. A map of the Shoreline Sanitary District Boundary, as amended, is included in the Clatsop Plains Community Plan.
- Policy H:** **A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101, Arch Cape, into the Arch Cape Sanitary District’s boundary, to accommodate the Cannon Beach Rural Fire Protection District’s Arch Cape Fire Station. (Ord. 23-09)**
- A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.**
- Policy I:** **A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BB, TL 00300, also known as 79878 Hwy 101, Arch Cape, and T4N, R10W, Sec. 19BB, TL 00401, also known as 79876 Hwy 101, Arch Cape, into the Arch Cape Sanitary District’s boundary. (Ord. 23-10)**
- A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.**

EXHIBIT B

October 3, 2023, Staff Report with Exhibits



STAFF REPORT

STAFF REPORT DATE:	October 3, 2023
HEARING DATE:	October 10, 2023
HEARING BODY:	Clatsop County Planning Commission
REQUEST:	Exception to Goal 11 to correct an oversight from 2002 when two parcels of land were annexed into the Arch Cape Sanitary District without completing the goal exception procedure required pursuant to OAR 660-011-0060.
PROPERTY DESCRIPTION:	T4N, R10W, Sec. 19BB, Tax Lot 00300 (TL 300), ±1.22 acres
Site Address:	79878 Hwy 101, Arch Cape
Owner:	Michael and Lisa Wodtke 1921 Bayard Ave. Saint Paul, MN 55116
	T4N, R10W, Sec. 19BB, Tax Lot 00401 (TL 401), ±0.67 acres
Site Address:	79876 Hwy 101, Arch Cape
Owner:	Hidden Cove LLC, Scott Sharpe Strachan LLC, Jocaca Beach LLC 4712 NE 29 th Ave Portland, OR 97211
ZONING DESIGNATION:	Coastal Residential (CR; 20,000 sq. ft minimum lot size)
Overlays:	Geologic Hazards Overlay (GHO) Shoreland Overlay (SO)
COMPREHENSIVE PLAN DESIGNATION:	Rural Lands
STAFF REVIEWER:	Ian Sisson, Senior Planner
STAFF RECOMMENDATION:	Recommend the Board of Clatsop County Commissioners approve the proposed exception to Goal 11 to expand the Arch Cape Sanitary District boundary to include T4N, R10W, Sec. 19 BB, Tax Lots 300 and 401, and update any maps within the Comprehensive Plan that depict the sanitary district boundaries accordingly.
EXHIBITS	<ol style="list-style-type: none">1. June 12, 2002, Resolution & Order in the matter of Annexation to Arch Cape Sanitary District2. Septic record for TL 4013. Maps of Arch Cape Sanitary District4. Public Notices

SUBJECT PROPERTIES:



PROPERTY STATUS AND HISTORY: TL 300 was created by the recording of a warranty deed, Book 197, Page 177, Clatsop County Book of Deed Records, on February 13, 1948. TL 401 was created by the recording of a warranty deed, Book 250, Page 140, Clatsop County Book of Deed Records, on April 11, 1959. The subject TL 00700 meets the county’s definition of “lot of record” (LAWDUC Section 1.0500).

TL 300 and TL 401 are oceanfront properties and are each developed with a single-family dwelling. The dwelling on TL 300 was constructed in 1961 and the dwelling on TL 401 was constructed in 1959. Both dwellings are situated near Highway 101 atop a steep escarpment. This section of coastline has historically experienced landslide activity and is within an identified geologic hazard area.

The dwellings were each originally served by on-site sewage disposal systems. Due to the steep, active terrain, the septic systems were small and experienced issues over time. In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by the Oregon Department of Environmental Quality (DEQ), and a new system was constructed on an abutting parcel to the south. At the time, the property owner had requested to connect to the Arch Cape Sanitary District’s sewer system; however, a moratorium on new connections was in place. (See on-site septic record for TL 401, Exhibit 2)

In 2002, the Board of Clatsop County Commissioners adopted a resolution and order to annex TL 300 and TL 401 into the Arch Cape Sanitary District (Exhibit 1). The required exception to Goal 11 was not taken. This proposal would correct that oversight. Approval of this goal exception would only “legalize” the already-completed sewer extension to the subject parcels. No new development or change of use is included in this proposal.

Because the Southwest Coastal Community Plan currently is in the process of being updated as part of the county’s Comprehensive Plan update project, staff is not recommending this goal exception be added to the community plan at this time. Any changes to the sanitary district boundary that should be included in the revised community plan would be added at the time the new plan is adopted.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff

and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)). The procedure for this application is quasi-judicial.

I. APPLICABLE CRITERIA

Clatsop County Land and Water Development and Use Code 20-03 (LAWDUC)

- 2.1050 Type IV Procedure
- 2.2000 Public Deliberations and Hearings
- 4.2300 Coastal Residential Zone (CR)
- 5.3000 Geologic Hazards Overlay District (GHO)

Clatsop County Comprehensive Plan

- Goal 1 – Citizen Involvement
 - Goal 2 – Land Use Planning
 - Goal 6 – Air, Water, and Land Resources Quality
 - Goal 11 – Public Facilities and Services
- Southwest Coastal Community Plan*

Oregon Administrative Rules (OAR)

- 660-011-0060 Sewer Service to Rural Lands

II. STAFF ANALYSIS

The following section examines the application versus the applicable criteria.

I. LAWDUC 20-03

Section 2.1050 Type IV Procedure

- 1) Type IV actions will involve either a legislative or quasi-judicial process as appropriate to the circumstances. They may involve the creation, broad scale implementation or revision of public policy such as amendments to the text of the Comprehensive Plan, Community Plans, Zoning Code, or Comprehensive Plan Zoning Map are generally processed as legislative. Large scale changes in Community Development maps also may be characterized as legislative where a larger number of property owners are directly affected. Requests for changes affecting specific properties, a limited number of property owners and/or a specific project are considered quasi-judicial. The Type IV procedure is to be used where indicated in this Ordinance.
- 2) Under the Type IV procedure, the Director shall schedule a public hearing pursuant to Section 2.2010 before the Planning Commission.
- 3) The Director shall mail and publish a notice pursuant to Section 2.3020.

Staff Analysis and Finding: Clatsop County Community Development is processing this text amendment request as a Type IV procedure. Because only two parcels are to be affected, the application is considered quasi-judicial. The public hearing before the Planning Commission is scheduled for Tuesday, October 10, 2023, and published notice in The Astorian is scheduled for September 30, 2023, pursuant to Section 2.3020. Public notice was provided in accordance with Section 2.1050 3) on September 21, 2023. Mailed notices were provided to property owners within 250 feet of the subject property, the Arch Cape Sanitary District, Oregon Department of Transportation, as well as DLCD staff.

Section 2.1050 criteria have been met.

2.2000 Public Deliberations and Hearings

Staff Analysis and Finding: Section 2.2000 provides detailed instructions for the conduct of public hearings, responsibilities of all parties, providing and publishing notices, and posting the subject property. All applicable elements of Section 2.2000 have been, or will be, followed, as prescribed by code.

Section 2.2000 has been, or will be, met, as prescribed by code.

SECTION 4.2300. COASTAL RESIDENTIAL ZONE (CR)

Section 4.2310. Purpose

The CR zone is intended to encourage residential and very limited recreation development in the Southwest Coastal planning area primarily where commitments to such development have been made through existing subdivision, partitioning or development, of where the anticipated magnitude or density of development will not require more than a very basic level of services. This zone is a Goal 14 exceptions area.

Staff Analysis and Finding: The proposed Goal 11 exception would “legalize” the already-completed sewer extension to the subject parcels, each of which is developed with a single-family dwelling. No new development or change of use is included in this proposal.

The proposal does not conflict with the Coastal Residential Zone.

II. COMPREHENSIVE PLAN GOALS AND POLICIES

Goal 1 – Citizen Involvement

To establish and maintain a Community Involvement Program which ensures the opportunity for local community members to be involved in a broad range of planning and land use issues.

OBJECTIVE 2: The County’s Program for Public Involvement shall be designed to solicit input from and participation by members of the public representing a broad cross-section of the County’s population.

OBJECTIVE 3: Encourage involvement of the public in the land use planning process.

Policy A: Agendas for all planning commission meetings should be provided at least seven days prior to the meetings.

Policy B: Notices of all meetings of the Committee for Citizen Involvement should be:

1. posted in the Clatsop County Planning Office;
2. posted on the Clatsop County website;
3. posted on Clatsop County social media accounts;
4. mailed to all property owners within each planning area;
5. submitted to local radio station(s) events calendars; and
6. published in a local newspaper

Policy D: Public notice shall be sent to affected residents and neighborhood/community organizations, as defined in Section 1.0500, LAWDUC, concerning Comprehensive Plan amendments, zone changes, conditional use applications, subdivisions, planned developments, and other land use actions that require written notice.

Staff Analysis and Finding: Clatsop County Community Development is processing this procedure for a Goal 11 exception and text amendments as a Type IV quasi-judicial procedure and has scheduled a public hearing before the Clatsop County Planning Commission for October 10, 2023, and hearings with first and second readings before the Board of Clatsop County Commissioners for November 8, 2023, and December 13, 2023, respectively.

Public notices were mailed to property owners within 250 feet of the subject properties, the Arch Cape Sanitary District, the Arch Cape Falcon Cove Beach Community Club, and DLCD and other state staff, among others. Notice was published in the county's paper of record, The Astorian, on Saturday, September 30, 2023. Public comments are being accepted by letter, facsimile, email, and in-person testimony at public hearings.

The procedure for adoption of the proposed text amendments and goal exception is consistent with applicable Goal 1 policies.

Goal 2 – Land Use Planning

6. Rural Lands

Rural Lands are those that are outside an urban growth boundary, outside of rural community boundaries, and are not agricultural or forest resource lands. Rural lands include areas suitable for sparse settlement, small farms or acreage homesites with no or few/limited public services, and which are not suitable, necessary or intended for urban use.

Land Use Policies – Rural Lands Designation

Objective 3: To retain rural areas as sparse settlement, small farms or acreage homesites with minimal public services.

Staff Analysis and Finding: TL 300 and TL 401 are oceanfront properties and are each developed with a single-family dwelling. The dwelling on TL 300 was constructed in 1961 and the dwelling on TL 401 was constructed in 1959. The CR Zone and "Rural Lands" plan designation were applied to the properties in 1980.

The dwellings were each originally served by on-site sewage disposal systems. Due to the steep, active terrain, the septic systems experienced issues over time. In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by DEQ, and a new system was constructed on an abutting parcel to the south. (See on-site septic record for TL 401, Exhibit 2)

In 2002, the Board of Clatsop County Commissioners adopted a resolution and order to annex TL 300 and TL 401 into the Arch Cape Sanitary District (Exhibit 1), allowing them to connect to the sewer system and decommission the on-site septic systems. During that process, there was an administrative oversight and the required exception to Goal 11, to allow the extension of sewer service to rural lands, was not taken. This proposal would correct that oversight.

As described above, the Rural Lands designation provides for minimal public services. Extension of the public sewer to the two parcels resolved a public health issue and has not / is not anticipated to lead to development that is inconsistent with the purpose or intent of the Rural Lands designation.

Staff discussed this proposal with DLCD staff and determined a zone change is not necessary because OAR 660-011-0060 provides for the extension of sewer service to rural lands if applicable criteria are met (addressed later in this report, where it will be demonstrated the proposal meets those criteria).

The proposed exception to Goal 11 does not conflict with Goal 2.

Goal 6 – Air, Water and Land Resources Quality

Overall Goals

Goal 1: Development in Clatsop County shall comply with all state and federal environmental standards.

Policy B: Waste discharges from any development, when combined with existing discharges from existing development, shall not result in a violation of state or federal environmental quality statutes, rules or standards.

General Policies

Policy A: The County should continue to encourage the Department of Environmental Quality (DEQ) and other state agencies to monitor air quality, surface and groundwater quality, and land quality including waste disposal and erosion problems within Clatsop County.

Staff Analysis and Finding: The dwellings on the subject properties were each originally served by on-site sewage disposal systems. Both dwellings are situated near Highway 101 atop a steep escarpment. This section of coastline has historically experienced landslide activity and is within an identified geologic hazard area.

Due to the steep, active terrain, the septic systems experienced issues over time. In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by DEQ, and a new system was constructed on an abutting parcel to the south. (See on-site septic record for TL 401, Exhibit 2).

An on-site septic record for TL 300 is not available, but the site conditions and geologic hazards are very similar to TL 401 and it is understood by staff that the septic system for TL 300 also presented a public health hazard. Allowing extension of sewer service to the subject properties would reduce hazards to public health and pollution of the land and water, which is consistent with Goal 6.

The proposed exception to Goal 11 is consistent with Goal 6.

Goal 7 – Areas Subject to Natural Hazards

Objectives and Policies

Objective 3: To reduce or prevent damage to public and private services, buildings, and infrastructure; and to protect natural and cultural resources as a part of those efforts.

Landslide Policies

Policy A: The County shall recognize the development limitations imposed by areas of mass movement potential.

Policy D: Clatsop County should restrict closely spaced septic tanks and drainfields from moderately to steeply sloping areas because of the potential for sliding.

Staff Analysis and Finding: The dwellings on the subject parcels are situated near Highway 101 atop a coastal bluff. This section of coastline has steep slopes and is within an identified geologic hazard area. Due to the steep, active terrain, the original septic systems serving the dwellings experienced issues over time.

In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by DEQ, and a new system was constructed on an abutting parcel to the south. (See on-site septic record for TL 401, Exhibit 2).

Extending sewer service to the dwellings recognizes the development limitations of the subject properties and reduces the potential for damage to the septic systems, which also serves to protect natural resources.

The proposed exception to Goal 11 is consistent with Goal 7.

Goal 11 – Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development in Clatsop County.

PUBLIC FACILITIES GOALS

Goal 2: Outside of Urbanizable Areas:

- a. To support the provision of needed public facilities for rural areas at levels appropriate for rural densities;

Goal 3: To avoid the extension of urban services (i.e. sewer systems) into outlying sparsely settled areas (1 acre or greater sites).

WASTE DISPOSAL POLICIES

Policy A: Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.

Staff Analysis and Finding: The subject properties are in the Coastal Residential Zone (CR), which has a minimum lot size of 20,000 sq. ft. While the properties are not within an urban growth boundary, rural service area or rural community boundary, Goal 11 Waste Disposal Policy A provides that Clatsop County may permit the extension of sewer services in the event of a health hazard identified by DEQ.

As discussed earlier in this report, the septic record for TL 401 indicates the original on-site sewage disposal system was decommissioned after being determined to be a public health hazard by DEQ. While a septic record is not available for TL 300, that property contains the same site conditions, including steep slopes and landslide hazards, which put the septic system at high risk of failure resulting in hazards to public health.

The Goal 11 exception process is being used to correct an administrative oversight from 2002 when the subject properties were annexed into the Arch Cape Sanitary District without land use review, allowing the extension of the district boundary and sewer service outside the Arch Cape rural community boundary, to reduce the public health hazards associated with on-site disposal systems in this location.

The proposal to expand the Arch Cape Sanitary District boundary to include the subject properties and extend the sewer system does not conflict with Goal 11.

Southwest Coastal Community Plan

Public Facilities

Sewer System

The Arch Cape Sewer Service District sewer system was completed in 1975. It is designed for a population of 1,150 persons with present population in the summer months being around 450 to 500 persons.

Southwest Coastal CAC Goal: To provide public facilities and services capable of meeting existing and future needs at appropriate levels for the Rural Service Area and Rural areas in the most cost effective manner.

Staff Analysis and Finding: The Southwest Coastal Community Plan was adopted June 1, 1979, and has been minimally updated over the years. A comprehensive update of the community plan is currently underway. The proposal to expand the Arch Cape Sanitary District boundary to serve two parcels with single-family homes, which have existed since 1959 and 1961, does not conflict with the community plan.

III. OREGON ADMINISTRATIVE RULES (OAR)

OAR 660-011-0060

Sewer Service to Rural Lands

(1) As used in this rule, unless the context requires otherwise:

- (b) "Extension of a Sewer System" means the extension of a pipe, conduit, pipeline, main, or other physical component from or to an existing sewer system in order to provide service to a use, regardless of whether the use is inside the service boundaries of the public or private service provider. The sewer service authorized in section (8) of this rule is not an extension of a sewer;
- (d) "Public health hazard" means a condition whereby it is probable that the public is exposed to disease-caused physical suffering or illness due to the presence of inadequately treated sewage;
- (f) "Sewer system" means a system that serves more than one lot or parcel, or more than one condominium unit or more than one unit within a planned unit development, and includes pipelines or conduits, pump stations, force mains, and all other structures, devices, appurtenances and facilities used for treating or disposing of sewage or for collecting or conducting sewage to an ultimate point for treatment and disposal. The following are not considered a "sewer system" for purposes of this rule:
 - (A) A system provided solely for the collection, transfer and/or disposal of storm water runoff;
 - (B) A system provided solely for the collection, transfer and/or disposal of animal waste from a farm use as defined in ORS 215.303.

2) Except as provided in sections (3), (4), (8), and (9) of this rule, and consistent with Goal 11, a local government shall not allow:

- (b) The extension of sewer lines from within urban growth boundaries or unincorporated community boundaries in order to serve uses on land outside those boundaries;

8) A local government may allow a residential use to connect to an existing sewer line provided the conditions in subsections (a) through (h) of this section are met:

- a) The sewer service is to a residential use located on a parcel as defined by ORS 215.010 (Definitions)(1), or a lot created by subdivision of land as defined in ORS 92.010 (Definitions for ORS 92.010 to 92.192);
- b) The parcel or lot is within a special district or sanitary authority sewer service boundary that existed on January 1, 2005, or the parcel is partially within such boundary and the sewer service provider is willing or obligated to provide service to the portion of the parcel or lot located outside that service boundary;
- c) The sewer service is to connect to a residential use located within a rural residential area, as described in OAR 660-004-0040 (Application of Goal 14 to Rural Residential Areas), which existed on January 1, 2005;
- d) The nearest connection point from the residential parcel or lot to be served is within 300 feet of a sewer line that existed at that location on January 1, 2005;
- e) It is determined by the local government to be practical to connect the sewer service to the residential use considering geographic features or other natural or man-made constraints;
- f) The sewer service authorized by this section shall be available to only those parcels and lots specified in this section, unless service to other parcels or lots is authorized under sections (4) or (9) of this rule;
- g) The existing sewer line, from where the nearest connection point is determined under subsection (8)(d) of this rule, is not located within an urban growth boundary or unincorporated community boundary; and
- h) The connection of the sewer service shall not be relied upon to authorize a higher density of residential development than would be authorized without the presence of the sewer service, and shall not be used as a basis for an exception to Goal 14 as required by OAR 660-004-0040 (Application of Goal 14 to Rural Residential Areas)(6).

Staff Analysis and Findings: The subject properties are lawfully established units of land in a rural residential zone. Each property has been developed with a single-family dwelling. The parcels were annexed into the Arch Cape Sanitary District in 2002. The CR Zone is a rural residential zone and was the subject properties in 1980.

According to Arch Cape Sanitary District staff, the dwellings on TL 300 and TL 401 are connected to a sewer line within the right-of-way for Highway 101, which is less than 300 feet from the subject parcels and is not located within an urban growth boundary or unincorporated community boundary. The exact date that sewer line was installed is unknown, but considering the subject properties were annexed into the district in 2002, it is believed to have been installed prior to January 1, 2005. Additionally, adjacent parcels south of the subject property indicate sewer easements were in place since at least 1980.

Based on the steep topography of the parcels, mapped landslide hazards, and documented coastal erosion, on-site sewage disposal is impractical and poses hazards to public health; it is more practical for the subject properties to connect to the sewer system.

This proposal affects only TL 300 and TL 401 and would not authorize extension of sewer services to other lots or parcels. The purpose of this proposal is to correct an administrative oversight when the subject parcels were annexed into the Arch Cape Sanitary District without land use review and will not be relied upon to authorize a higher density of residential development than would be authorized without the presence of the sewer service, and will not be used as a basis for an exception to Goal 14.

The proposal satisfies the criteria listed in OAR 660-011-0060(8).

- 9) A local government may allow the establishment of new sewer systems or the extension of sewer lines not otherwise provided for in section (4) of this rule, or allow a use to connect to an existing sewer line not otherwise provided for in section (8) of this rule, provided the standards for an exception to Goal 11 have been met, and provided the local government adopts land use regulations that prohibit the sewer system from serving any uses or areas other than those justified in the exception. Appropriate reasons and facts for an exception to Goal 11 include but are not limited to the following:
 - (a) The new system, or extension of an existing system, is necessary to avoid an imminent and significant public health hazard that would otherwise result if the sewer service is not provided; and, there is no practicable alternative to the sewer system in order to avoid the imminent public health hazard, or
 - (b) The extension of an existing sewer system will serve land that, by operation of federal law, is not subject to statewide planning Goal 11 and, if necessary, Goal 14.

STAFF FINDINGS AND CONCLUSION: This report demonstrates the proposal satisfies the criteria listed in section (8) of this rule, as well as the standards for an exception to Goal 11. The subject parcels are rural lands not located within an urban growth boundary or unincorporated community. The steep and active terrain, and identified landslide and coastal erosion hazards, are unique challenges for on-site sewage disposal systems which present imminent and significant public health hazards, as documented in the septic record for TL 401 (Exhibit 2). An exception to Goal 11 is warranted to allow the existing development on the subject parcels to be connected to the sewer system operated by the Arch Cape Sanitary District. This Goal 11 exception serves to correct an oversight of the goal exception process that occurred in 2002 when the Board of Clatsop County Commissioners approved a resolution and order annexing the subject parcels into the sanitary district without land use review (Exhibit 1).

PUBLIC AND AGENCY COMMENTS

As of October 3, 2023, the Community Development Department has received no public or agency comments on this application.

CONCLUSION AND RECOMMENDATION

Based on the analysis above, staff has found the proposed exception to Goal 11 and amendments to the

Comprehensive Plan are consistent with OAR 660-011-0060. Staff recommends the Clatsop County Planning Commission recommend the Board of Clatsop County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, and update any maps within the County's Comprehensive Plan that depict the sanitary district boundaries accordingly.

Recommended motion: "I move that the Clatsop County Planning Commission recommend Board of Clatsop County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, and update any maps within the County's Comprehensive Plan that depict the sanitary district boundaries accordingly."

GOAL 11



PUBLIC FACILITIES AND SERVICES

STATEWIDE PLANNING

GOAL 11:

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

CLATSOP COUNTY GOAL

11:

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development in Clatsop County.

OVERVIEW

Public facilities and services affect a community in four ways:

- (1) Through the costs involved in their financing;
- (2) Through their influence on land use patterns;
- (3) Through their economic impacts; and
- (4) Quality of life impacts.

The nature and level of these services do much to define a community, clearly marking the differences between urban and rural land usage by their presence or absence.

The five incorporated cities and unincorporated Clatsop County provide differing levels of public facilities. Almost all of the cities provide police and fire protection, sewer, water and library services. As the size of a city increases, the services provided become more varied.

There are limited public facilities and services provided in rural Clatsop County. This is due to the low density development characteristics of the zoning and to the lack of need to serve resource farm and forest lands. Most rural land uses are sufficiently dispersed so as not to efficiently or financially support public facilities such as sewer.

Per the requirements of Statewide Planning Goal 11, counties with an unincorporated community must develop and adopt a community public facility plan that regulates facilities and services. Outside of urban growth boundaries, public facilities such as water or sewer should generally not be provided. Examples from the Department of Land Conservation and Development (DLCD) state:

- Public sewer service is only allowed outside of an urban growth boundary to alleviate an existing health hazard.
- Public water service is only allowed if it is not used as a justification to increase existing levels of allowed rural development.

GOAL 11: PUBLIC FACILITIES AND SERVICES

Repealed XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Clatsop County is responsible for coordinating the planning for public services in unincorporated county areas. These planning efforts should be done in coordination with local special districts and service providers.

GOALS, OBJECTIVES AND POLICIES

PUBLIC FACILITIES GOALS

- Goal 1:** **Urbanizable Areas – To provide public facilities in accordance with coordinated land use and transportation systems in a manner which encourages the orderly conversion of land from rural to urban use.**
- Goal 2:** **Outside of Urbanizable Areas:**
- a. To support the provision of needed public facilities for rural areas at levels appropriate for rural densities;**
 - b. To discourage the development of inappropriate public facilities on resource lands which would result in pressure for conversion to more intense uses.**
- Goal 3:** **To avoid the extension of urban services (i.e. sewer systems) into outlying sparsely settled areas (1 acre or greater sites).**

GENERAL PUBLIC FACILITIES POLICIES

- Policy A:** Clatsop County recognizes the level of public facilities and services described in the Goal 11 Background Report regarding “Appropriate Levels of Public Facilities”, as that which is reasonable and appropriate for development in different Plan designations in the County. Development of facilities and services in excess of those levels and types shall not be approved by the County.
- Policy B:** The level of urban services provided within urban growth boundaries shall be determined by policies mutually adopted by the Board of County Commissioners and the affected city.
- Policy C:** Development permits (excluding land divisions) shall be allowed only if the public facilities (water and sanitation, septic feasibility or sewage capacity) are capable of supporting increased loads. The County shall consider prior subdivision approvals within the facilities’ service area when reviewing applications for new development.
- Policy D:** Water and sewer districts shall be encouraged to cooperate with the County in changing district boundaries.

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

- Policy E:** All new planned developments and subdivisions should install underground utilities. Efforts should be made to place existing overhead lines underground in already developed areas.
- Policy F:** The County should work with utility operators and property owners to identify and develop public green belt paths and trails within utility rights-of-way.
- Policy G:** All utility lines and facilities should be located on or adjacent to existing public or private rights-of-way to avoid dividing existing farm units.
- Policy H:** When a Comprehensive Plan or Zone Change or both are permitted under state law and would allow a higher residential density, or allow more intensive commercial or industrial development, it shall be demonstrated and findings made that the appropriate public facilities and services (especially water, sanitation (septic feasibility or sewage) and schools) are available to the area being changed without adversely impacting the remainder of the public facility or utility service area.
- Policy I:** The County should consider relocating critical public facilities outside of tsunami and landslide zones. Where feasible, new and expanded public facilities should be designed and constructed to withstand a Cascadia event earthquake and outside of tsunami hazard areas.
- Policy J:** Clatsop County should consider and develop measures to address tsunami risks and to provide evacuation routes and signage when planning, developing, improving, or replacing public facilities and services.
- Policy K:** Clatsop County should update public facility plans to plan, fund, and locate future facilities outside of the tsunami inundation zone, whenever possible.
- Policy L:** Structures and public facilities owned and/or operated by Clatsop County should be seismically retrofitted.
- Policy M:** The County shall work with special districts and state agencies to identify what services and/or infrastructure improvements are currently needed in the unincorporated areas and begin to plan for those projects.

LAND USE POLICIES

- Objective 1:** To encourage the location of public and private facilities and services in areas appropriate for higher-density residential development.
- Policy A:** In areas designated Rural Lands, the capacity of rural water systems should be provided at level appropriate for rural development and should not support urban-level density or intensities.

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Policy B: The County will discourage the placement of new public facilities, including water and fire services, in areas designated as Forest Lands, Conservation Other Resources, Rural Agricultural Lands, and Natural.

DIKING AND DRAINAGE DISTRICT POLICIES

Policy A: Clatsop County may assist diking districts in reorganization as well as providing assistance in obtaining funds for improvement of the diking district.

Policy B: The county should work with the property owners as well as the appropriate state, federal, and local governments to clarify roles and responsibilities of each party in the event of diking failure.

WATER SUPPLY SYSTEM POLICIES

Policy A: Development of a subdivision, planned development, or the building of individual residences, commercial or industrial structures requiring water or subsurface sewage disposal shall require proof that a year-round source of potable water is available.

Policy B: If water supply for building permits is from a surface source, including a spring, proof of water rights from the State must be presented.

Policy C: When water supply to a subdivision or planned development is to be from a source other than a community water system, the developer shall provide evidence of a proven source of supply and guarantee availability of water to all parcels of land within the proposed development.

Policy D: Clatsop County should encourage existing community water supply systems to be improved and maintained at a level sufficient to:

1. Provide adequate fire flow and storage capacity to meet the service area requirements,
2. Meet the anticipated long-range maximum daily use and emergency needs of the service area, and
3. Provide adequate pressure to ensure the efficient operation of the water distribution system.

Policy E: Clatsop County may coordinate with the cities in examining the feasibility of developing a regional water system to provide municipal and community water.

Policy F: Clatsop County shall work with water districts to plan to ensure adequate

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

water, services and funding exist to serve new development over time.

Policy G: The County shall work with water districts to determine potential build-out in order to ensure that there is adequate water to meet future growth needs.

Policy H: The County should encourage new innovation and concepts to conserve and/or reduce water usage including, but not limited to grey water recycling, as permitted under OAR 340-053.

Policy I: The County should review its minimum water flow requirements for new development to ensure that its requirements are consistent with actual usage patterns.

Policy J: Clatsop County should review whether required water flow should be based on the number of fixtures and/or house size instead of requiring a fixed number of gallons of water per day.

WASTE DISPOSAL POLICIES

Policy A: Clatsop County considers sewer services appropriate only for urbanizable lands and Rural Service Areas. Clatsop County may permit the creation or extension of sewer services outside UGBs and RSAs in the event of a health hazard or water pollution problem identified by DEQ.

Policy B: Clatsop County shall cooperate with cities in developing a phased growth plan to guide the provision of municipal services to urbanizable areas.

Policy C: Clatsop County may encourage alternative methods of sewage disposal when such methods are economically, legally, and environmentally feasible.

Policy D: Clatsop County should consider the use of solid waste to generate electricity.

Policy E: Clatsop County should continue to coordinate with the cities in the establishment of a regional landfill site.

Policy F: The County should identify suitable areas for use as a human waste disposal site.

Policy G: A Goal 11 exception in accordance with OAR 660-011-0060 has been taken to include T7N, R10W, Sec. 15, Tax Lot 00700 in the Shoreline Sanitary District Boundary. The subject parcel is within the Rural Service Area and is designated "Development" in the Comprehensive Plan. A map of the Shoreline Sanitary District Boundary, as amended, is included in the Clatsop Plains Community Plan.

Policy H: A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101,

GOAL 11: PUBLIC FACILITIES AND SERVICES

ended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

Arch Cape, into the Arch Cape Sanitary District's boundary, to accommodate the Cannon Beach Rural Fire Protection District's Arch Cape Fire Station. (Ord. 23-09)

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.

Policy I: A Goal 11 exception in accordance with OAR 660-11-0060 has been taken to include T4N, R10W, Sec. 19BB, TL 00300, also known as 79878 Hwy 101, Arch Cape, and T4N, R10W, Sec. 19BB, TL 00401, also known as 79876 Hwy 101, Arch Cape, into the Arch Cape Sanitary District's boundary. (Ord. 23-10)

A map of the district boundary, as amended, shall be included in the Southwest Coast Community Plan.

OTHER PUBLIC FACILITIES POLICIES

- Policy A:** Clatsop County may rely upon the various school districts in the County for the provision of public education.)
- Policy B:** Clatsop County shall notify the appropriate school district of all proposed subdivisions, planned developments and mobile home park applications.
- Policy C:** Clatsop County should continue to cooperate with all appropriate governmental jurisdictions, agencies, and special districts (including water, sewer, roads, etc.) in developing a coordinated approach for the planning and delivery of health and social services.
- Policy D:** Clatsop County may work with local residents as well as with the rural fire protection districts in examining various methods to improve fire protection. One method which could be used is to require subdivisions and planned developments to dedicate a site, funds, equipment, and/or construction materials for a fire station.
- Policy E:** Rural fire protection districts should be encouraged to expand service boundaries to include lands designated Rural Lands.
- Policy F:** New power transmission lines shall be confined to existing easements whenever possible to minimize impacts to resource lands.
- Policy G:** Clatsop County will work with public and private land owners to identify a future site or sites for the installation of a solid waste disposal site to accommodate a biodigester or other system for the temporary treatment and/or storage of septage.

GOAL 11: PUBLIC FACILITIES AND SERVICES

Amended XXXXX/Ordinances 23-09 and 23-10

CLATSOP COUNTY COMPREHENSIVE PLAN

IMPLEMENTING OREGON ADMINISTRATIVE RULES (OAR):

[OAR 660-011](#) – Public Facilities Planning

COORDINATING AGENCIES:

Oregon Department of Environmental Quality (DEQ)

Oregon Health Authority (OHA)

Oregon Water Resources Department

Oregon Department of Land Conservation and Development (DLCD)

BACKGROUND REPORTS AND SUPPORTING DATA:

[Oregon Climate Change Adaptation Framework](#), Department of Land Conservation and Development, 2021

[Future Climate Projections Clatsop County](#), Oregon Climate Change Research Institute, February 2020

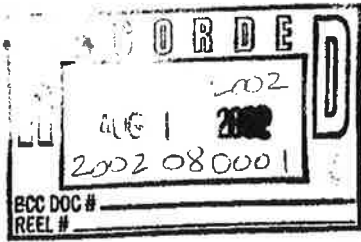
[Goal 11 Background Report](#)

GOAL 11: PUBLIC FACILITIES AND SERVICES

Adopted XXXXX/Ordinances 23-09 and 23-10

EXHIBIT 1

June 12, 2002, Resolution & Order in the matter of Annexation to
Arch Cape Sanitary District



IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF ANNEXATION)
TO ARCH CAPE SANITARY) RESOLUTION AND ORDER
DISTRICT) FOR ANNEXATION OF
TERRITORY

WHEREAS, on May 24, 2002, a petition was filed with the Board for annexation to the Arch Cape Sanitary District, and

WHEREAS, on June 12, 2002 the Board set a public hearing date and caused notice thereof to be published and posted, and

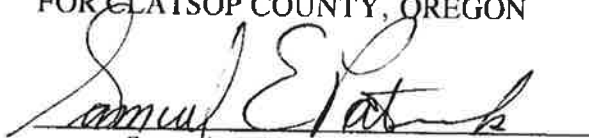
WHEREAS, after duly considering said petition, the Board finds:

1. The petition is signed by all land owners in the territory to be annexed.
2. The petition is in lawful form.
3. Said district approves of said annexation.
4. In accord with the criteria of ORS 198.857, the territory would benefit by annexing to said district, it is designated as a rural service area in the South West Coastal Community Plan and annexation does not conflict with that plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the property described in Exhibit A, attached hereto and incorporated herein, is declared annexed to and a part of Arch Cape Sanitary District.

DATED this 10th day of July, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON


Samuel E. Patrick, Chairperson

a:HR#1\clerk\R&O#102.anx

PAGE 1 - RESOLUTION AND ORDER



Recording Instrument #: 200208328
Recorded By: Clatsop County Clerk
of Pages: 4 Fee: 0.00
Transaction date: 7/25/02 10:31:19
Deputy: kkelso

Exhibit "A"
Legal Description

Parcel 1 - Hertzberg/Beers Property:

A portion of Section 19, Township 4 North, Range 10 West, Willamette Meridian, in the County of Clatsop and State of Oregon, described as follows:

Beginning at a point on the Westerly right of way line of the Oregon Coast Highway 100 feet Northerly from its intersection with the North line of the South 2 chains of Lot 1 of Section 19;

Thence North 76 57' West 78.6 feet;

Thence North 76 57' West to the Westerly line of that certain tract conveyed to Howard Vollum and Jean E. Vollum, husband and wife, recorded January 21, 1959 in Book 249, page 3. Deed Records, said line being also known as the high tide line of the Pacific Ocean;

Thence Northerly along said Westerly line to the Southwest corner of that certain tract conveyed to Walter E. Church and Bernice McGregor Church, husband and wife, recorded February 20, 1948 in Book 197, Page 177, Fee No. 144567, Deed Records;

Thence along the Southerly line of said Church property North 67 06' East 128.2 feet to a white stake and South 76 57' East 125 feet to the Highway right of way line;

Thence Southerly to the point of beginning.

Parcel 2 - Church Property:

A portion of Section 19, Township 4 North, Range 10 West, Willamette Meridian, in the County of Clatsop and State of Oregon, described as follows.

Beginning at a ¾ inch iron pipe on the West boundary of Oregon Coast Highway right-of-way, South 1023.8 feet and East 159.0 feet from the Meander Corner to Sections 18 and 19, Township 4 North, Range 10 West, Willamette Meridian;

Thence North 76 57' West 125.0 feet to a white stake;

Thence South 67 06' West, a distance of 128.2 feet to a ½ inch iron pipe on approximate high tide line on Pacific Ocean;

Thence along high tide line to a ½ inch iron pipe which is North 07 03' East 145.3 feet from the last listed pipe;

Thence North 83 38' East 191.7 feet to a ¾ inch iron pipe on the West boundary of Oregon Coast Highway right-of-way;

Thence South 12 15' East 147.0 feet to the point of beginning.

EXCEPTING THEREFROM:

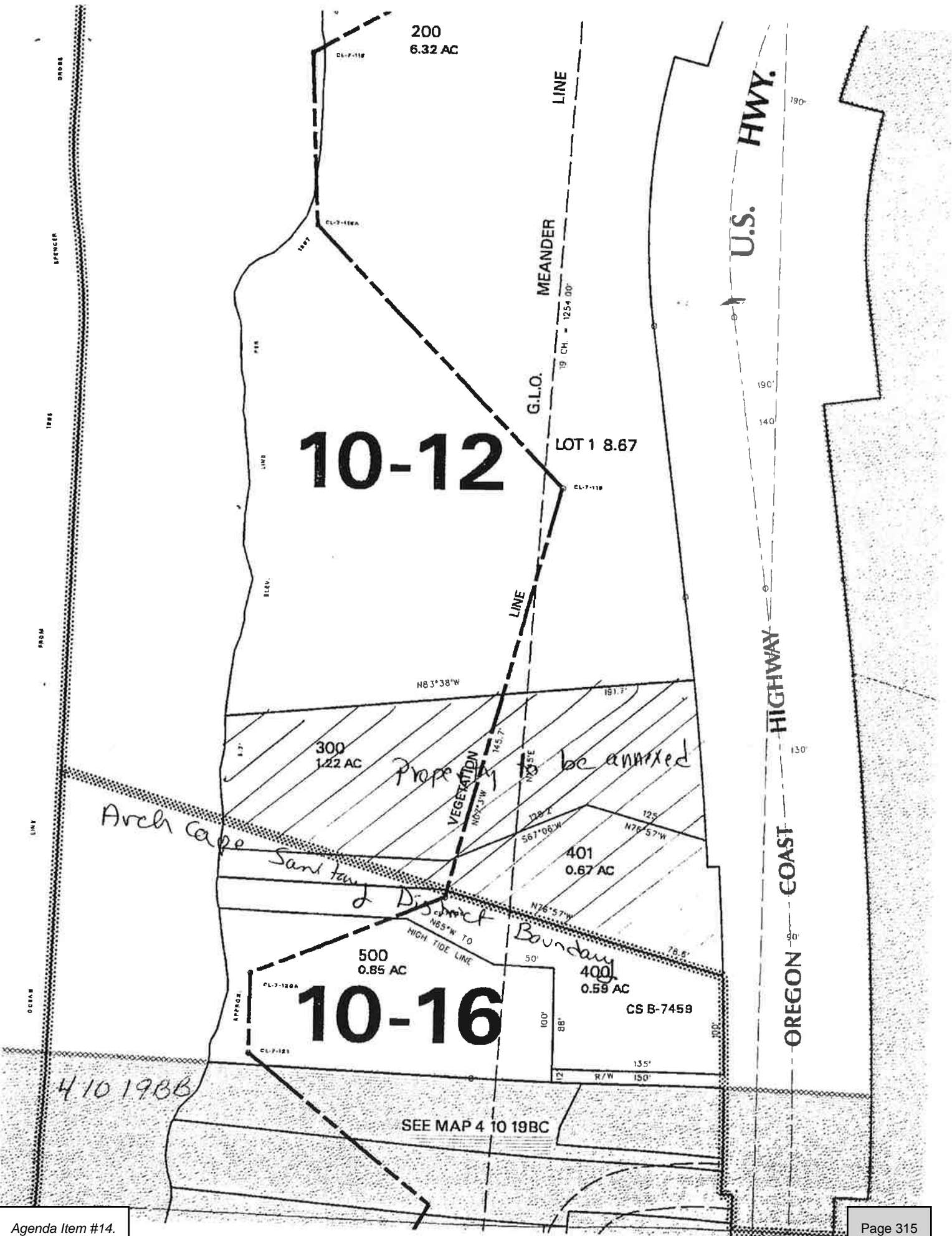
1. Any portion of this tract which may overlap State Highway right-of-way.
2. An easement for a private access road, beginning at same point of beginning as the tract described above;

thence North 76 57' West 125.0 feet;

thence North 13 03' East 10.0 feet;

thence South 76 57' East 120.2 feet;

- thence to point of beginning.
3. An easement for a private access road, beginning at a point North 12 15' West 117.0 feet from the point of beginning of the tract described above;
thence North 12 15' West 30.0 feet;
thence South 83 38' West 10.0 feet;
thence to point of beginning.



10-12

LOT 1 8.67

10-16

300
1.22 AC

401
0.67 AC

500
0.85 AC

400
0.59 AC

200
6.32 AC

SEE MAP 4 10 198C

Vegetation to be annexed

Arch Cape Sand bar & District Boundary

U.S. HWY.

HIGHWAY

OREGON COAST

EXHIBIT 2

On-site Septic Program Record for TL 401



Clatsop County
Environmental Health
820 Exchange Street, Suite 100
Astoria, Oregon 97103
Phone 503-325-8500
mmcnickle@co.clatsop.or.us www.co.clatsop.or.us

Septic Tank Decommission

The Department of Environmental Quality rules require that all septic tanks be properly abandoned following hookup to a new septic system or when the tank is no longer in use. Please return the following form along with the pumping receipt to the Clatsop County Community Development Department.

Oregon Administrative Rule 340-071-0185 Decommissioning of Systems

(2) Procedures for decommissioning

- a. Tanks, cesspools and seepage pits must be pumped by a licensed sewage disposal service to remove all septage.
- b. Tanks, cesspools and seepage pits must be filled with reject sand, bar-run gravel or other material approved by the agent, or the container must be removed and properly disposed.

Property Owner: Joseph Hertzber, Nancy Beers, Joe Deblasio

Septic Tank Location: North side of property

Legal Description: T 4N R 10W S 19 BB Lot 401

Date Tank Pumped: _____

By: _____ License #: _____

(signature of licensed pumper)

This septic tank was backfilled with sand, clean bar-run gravel or other approved material after being pumped.

By: _____ Date: _____

(signature of operator/owner)

This septic tank was removed and properly disposed of: Converted into a holding tank/wet well for sewer

By: Whitney Johnson, Big River Construction Date: 4/22/2019
(signature of operator/owner)

34710

Control No.

STATE OF OREGON

PERMIT NO. 93-155

DEPARTMENT OF ENVIRONMENTAL QUALITY

\$ 125.00

Fee

New Construction

Repair

Other

Permit Issued To Joe Hertzberg 4N 10W 19BB 401 Clatsop
(Property Owner's Name) (Township) (Range) (Section) (Tax Lot / Acct. No.) (County)

Highway 101 Arch Cape Dewey Donald 09-29-93
(Road Location) (City) (Issued by - Signature) (Date Issued)

PERMITS ARE NOT TRANSFERABLE

ALL WORK TO CONFORM TO OREGON ADMINISTRATIVE RULES, CHAPTER 340. WORK SHALL BE DONE BY PROPERTY OWNER OR BY LICENSED SEWAGE DISPOSAL SERVICE. (MAKE NO CHANGES IN LOCATION OR SPECIFICATIONS WITHOUT WRITTEN APPROVAL)

SPECIFICATIONS

EXPIRATION DATE September 29, 1994

TYPE OF SYSTEM Standard-Seepage trench system with effluent lift pump

Average Daily Sewage Flow 150 Gallons/Day

Design Peak Sewage Flow 300 Gallons/Day

Dosing Septic

Tank Volume 1000 Gallons

Disposal Trenches

Seepage Bed(s) Square Feet

Maximum Depth 42 inches.

Minimum Depth 36 inches.

70 Linear Feet

Equal Loop Serial

Pressurized

Minimum Distance Between Trenches _____

Total Rock Depth 30 inches.

Below Pipe 24 inches.

Above Pipe 2 inches.

Rake Sidewall

Special Conditions (Follow Attached Plot Plan) Install as per approved plot plan. 10' setback from water lines and new easement property lines. This system is to serve a maximum two (2) bedroom residence. Abandon existing septic system and submit copy of pumping receipt.

PRE-COVER INSPECTION REQUIRED — CONTACT North Coast Branch Office - 861-3280.

CERTIFICATE OF SATISFACTORY COMPLETION

As-Built Drawing with Reference Locations

Installer Glenn Carlson

Final Insp. Date _____

Inspected By _____

Issued by Operation of Law

Pre-cover inspection waived pursuant to OAR 340, Division 71

See As-Built plot plan submitted by Installer

In accordance with Oregon Revised Statute 454.665, this Certificate is issued as evidence of satisfactory completion of an on-site sewage disposal system at the location identified above.

Issuance of this Certificate does not constitute a warranty or guarantee that this on-site disposal system will function indefinitely without failure.

(Authorized Signature)

(Title)

(Date)

(Office)

Agenda Item #14.

Page 318

PROPOSED SUBSURFACE OR ALTERNATIVE SEWAGE DISPOSAL SYSTEM



CARLSON CONTRACTING
 P.O. Box 157
 HAMMOND, OREGON 97121
 (503) 861-2408

AS Built

(Exhibit No. T)

Permit No.

Property Address *HWY 101, Arch Cape Clatsop Co. OR*
T 4N, R 10W, Sec. 19B TL/Acct No 401-

No. Living Units <i>1</i>	bedrooms <i>2</i>	Baths <i>1 1/2</i>	Basement Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Water Supply Community <input type="checkbox"/> Public <input checked="" type="checkbox"/> Other-List <input type="checkbox"/>
------------------------------	----------------------	-----------------------	---	---

Septic Tank: *Dos*
 Ft. from well _____ Steel _____ Concrete No. Compartments *1* Gallon Capacity *1000*

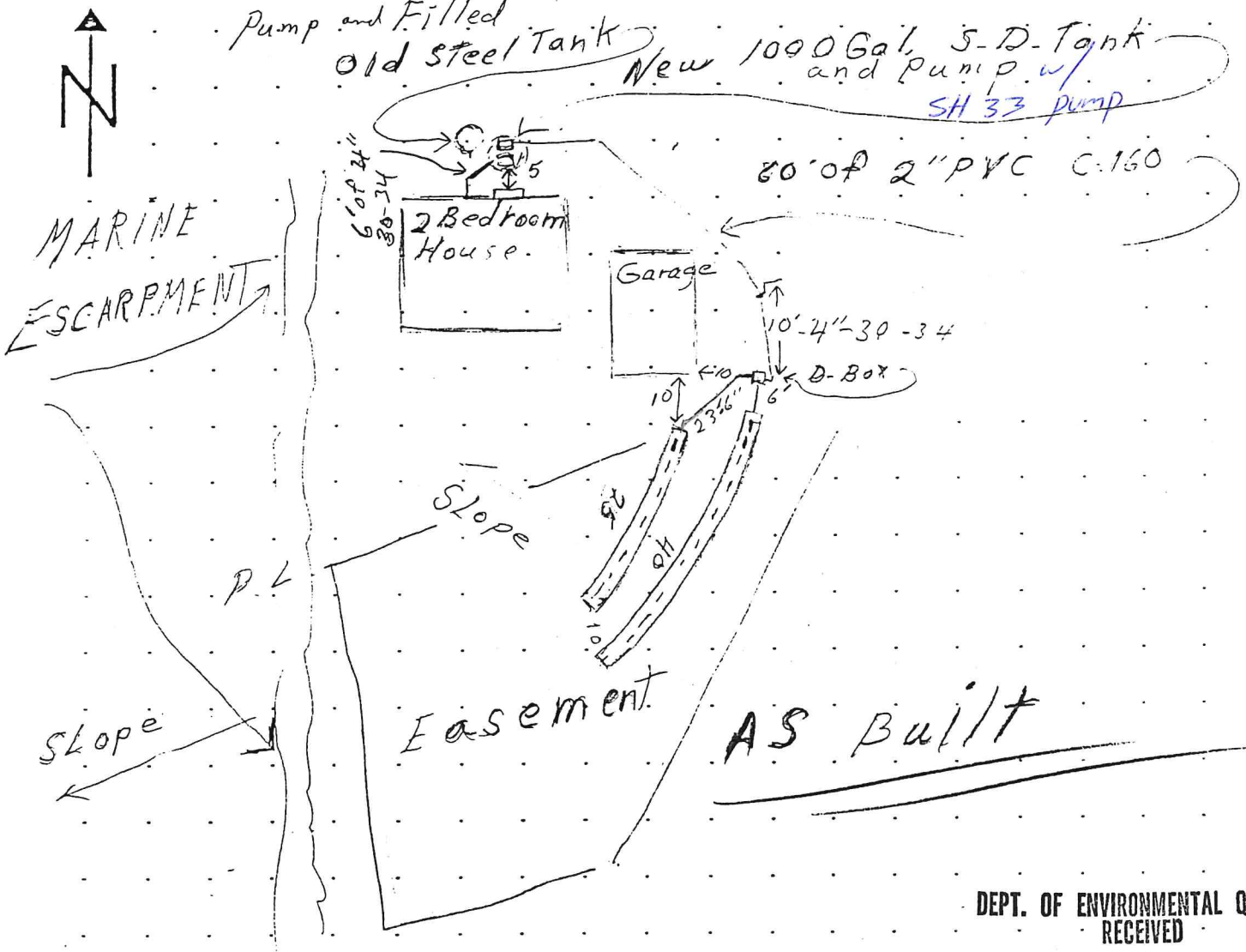
Inside Dimensions: Feet	Length	Width	Diameter <i>7</i>	Depth <i>5</i>	Tile Disposal Field: Distribution Box: Yes <input type="checkbox"/> No <input type="checkbox"/>
-------------------------	--------	-------	-------------------	----------------	--

Applicant Name *Sumner Sharpe* Other Distribution-Type *Serial*

Mailing Address *1108 N.E. Going St.* Feet from Well _____ Foundation *10*

Portland, OR 97211 Lot Line Front _____ Side _____ Rear _____

Length of Lines—Feet	Trench Width	Total Sq. Ft.	Ft. Between Lines	Filter Type	Filter Depth Above Tile	Filter Depth Below Tile
<i>25 + 40</i>	<i>2</i>	<i>130</i>	<i>9</i>	<i>2 1/2</i>	<i>2</i> in.	<i>24</i> in.



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OCT 19 1993

ASTORIA BRANCH OFFICE

Agenda Item #14.

Page 319

John Carl

PROPOSED SUBSURFACE OR ALTERNATIVE SEWAGE DISPOSAL SYSTEM



CARLSON CONTRACTING

P.O. Box 157
HAMMOND, OREGON 97121
(503) 861-2408

(Exhibit No. 1)

Permit No.

Property Address *HWY 101, Arch Cape Clatsop Co, OR*
T4N, R10W, Sec. 19BB, TL/Acct No. 401-

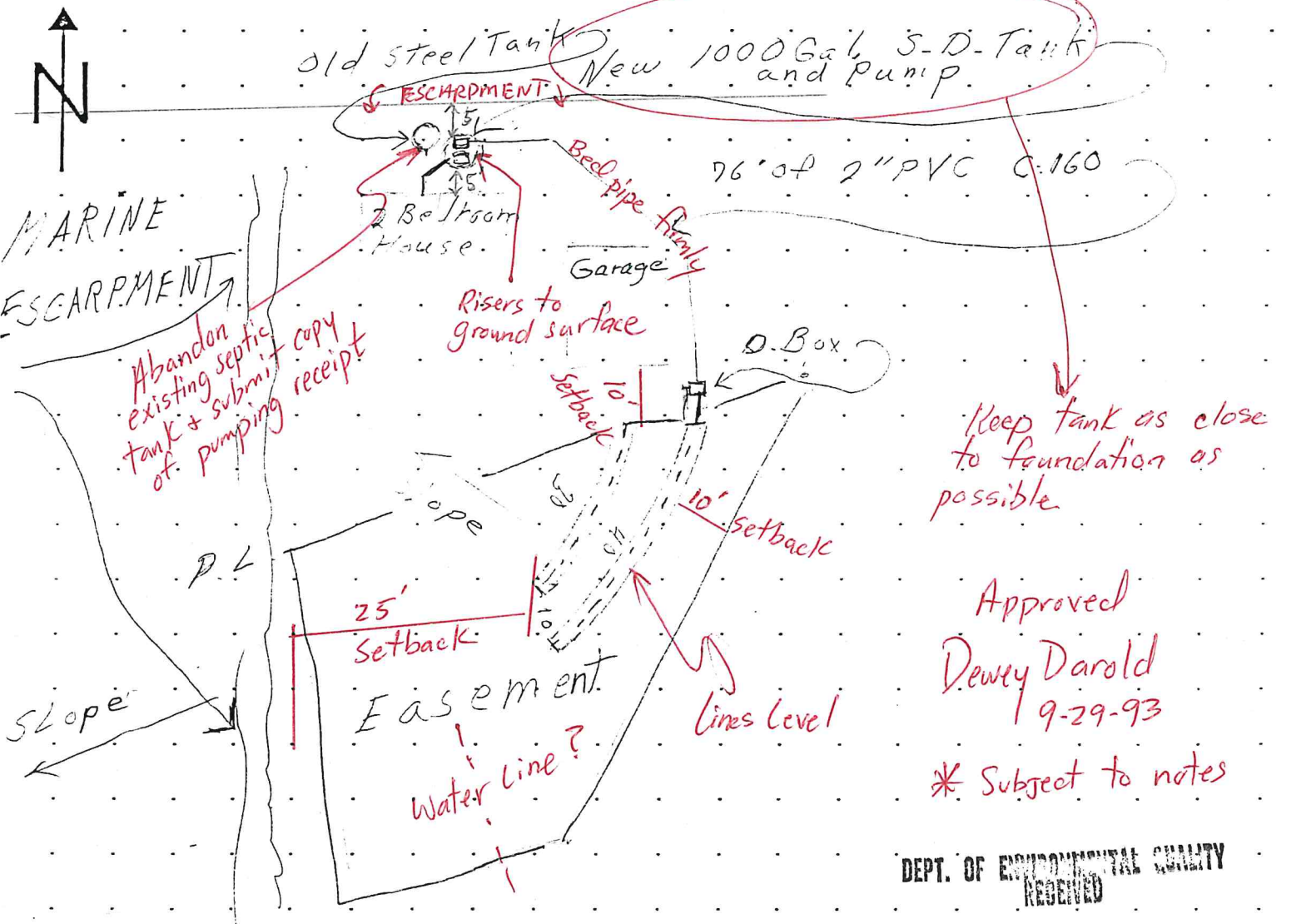
No. Living Units <i>1</i>	Bedrooms <i>2</i>	Baths <i>1 1/2</i>	Basement Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Water Supply Community <input type="checkbox"/> Public <input checked="" type="checkbox"/> Other-List <input type="checkbox"/>
------------------------------	----------------------	-----------------------	---	---

Septic Tank: <i>Dos</i>	Steel <input type="checkbox"/>	Concrete <input checked="" type="checkbox"/>	No. Compartments <i>1</i>	Gallon Capacity <i>1000</i>
-------------------------	--------------------------------	--	------------------------------	--------------------------------

Inside Dimensions: Feet	Length	Width	Diameter <i>7</i>	Depth <i>5</i>	Tile Disposal Field: Distribution Box: Yes <input type="checkbox"/> No <input type="checkbox"/>
-------------------------	--------	-------	----------------------	-------------------	--

Applicant Name <i>Sumner Sharpe</i>	Other Distribution-Type <i>Serial</i>
Mailing Address <i>1108 N.E. Going St. Portland, OR 97211</i>	Feet from Well <i>Foundation 10</i>
	Lot Line Front <input type="checkbox"/> Side <input type="checkbox"/> Rear <input type="checkbox"/>

Length of Lines—Feet	<i>30 + 40</i>	Trench Width <i>2</i>	Total Sq. Ft. <i>140</i>	Ft. Between Lines <i>10</i>	Filter Type <i>2 1/2</i>	Filter Depth Above Tile <i>2</i> in.	Filter Depth Below Tile <i>24</i> in.
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* Try to install during dry weather

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SEP 21 1993

ASTORIA BRANCH OFFICE

Sumner
Sharpe



CARLSON CONTRACTING DEPT. OF ENVIRONMENTAL QUAL
P.O. B. 157
HAMMOND, OREGON 97121
(503) 861-2408

SEP 21 1993

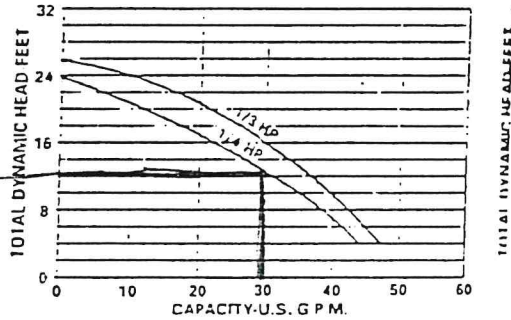
HYDROMATIC

TYPE
MODEL

SUMP/EFFLUENT

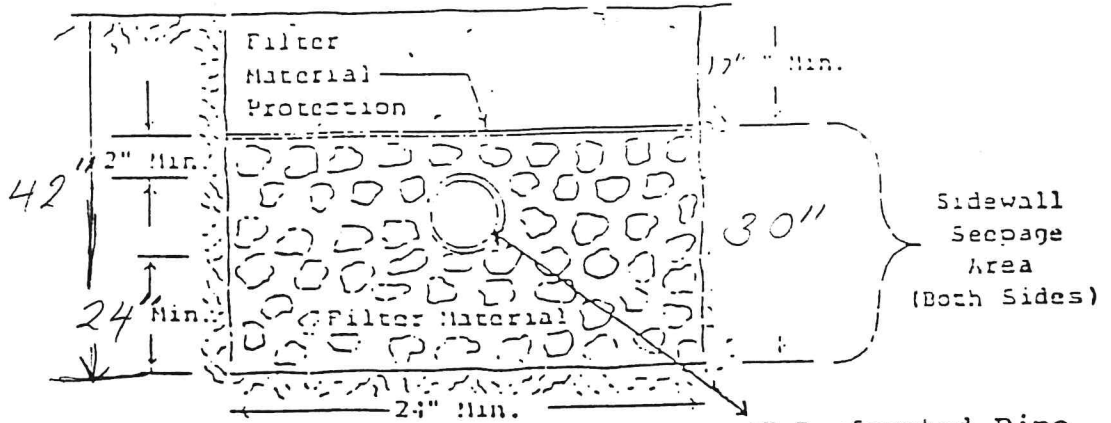
SW25 & 33
MAX. SOLIDS 1/2" SPHERE
1/4 AND 1/3 HP
1550 RPM

PERFORMANCE



Dewey Darold
3 Approved
9-29-93

GRAVITY-FED
TRENCH



DEQ APPROVED BUILDING MATERIAL LIST

- 76' Distribution System
- Michael 2" p.v.c. C.160
- 1000 gallon septic tank
- 8' ASTM - 4" PVC 30-34 effluent sewer line
- 1' Quadel drop box's
- 30' ASTM - 4" PVC 27-29 header pipe
- 70' ASTM - 4" distribution piping
- 16 Yds. 1 1/2" to 2 1/2" crushed rock

SEP 30 1993

EASEMENT AGREEMENT

ASTORIA BRANCH OFFICE

BOOK 824 PAGE 122

THIS AGREEMENT, made this _____ day of September, 19 93,
by and between Jean Vollum
_____, grantors
and Joe Hertzberg

and all fee holders of record _____, grantees;

WHEREAS, grantees are the owners of the following described real property in Clatsop County, Oregon, To-wit:

Tax Lot 401 on Highway 101 near Arch Cape, Oregon
All as described in Book 340 Page 182 and Book 775
Page 406 Clatsop County Records.
I4N, RIOW, Section 19BB, TL400

The grantors, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the grantees, their heirs, successors and assigns, a nonexclusive easement described as follows, to-wit:

See Exhibit A Attached

subject to liens and encumbrances of record, in and upon the following described real property of grantors in Clatsop County, Oregon, to-wit:

Tax Lot 400 on Highway 101 near Arch Cape, Oregon, all as described in Book 206, Page 9 and Book 249, Page 3, Clatsop County Records, I4N, R10W, Section 19BB, TL 400.

for the construction, maintenance, use and repair of an individual water-carried on-site sewage disposal system (hereinafter called "system") appurtenant to the above described property of grantees.

Grantors, for themselves and their heirs, successors and assigns, covenant and agree to and with the grantees, their heirs, successors and assigns, that the above-described property of the grantors shall not be used for any purpose detrimental to said system or contrary to laws and rules of governmental agencies applicable or related to said system.

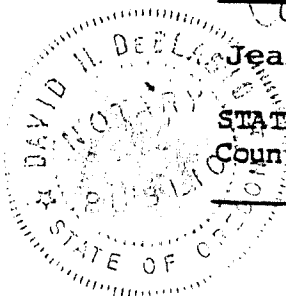
as of the date first hereinabove written.

Jean Vollum
(Grantors)

Joe Hertzberg
(Grantees)

Jean Vollum
STATE OF OREGON)
County of MULT) ss.
SEPT 20, 1993)

Joe Hertzberg

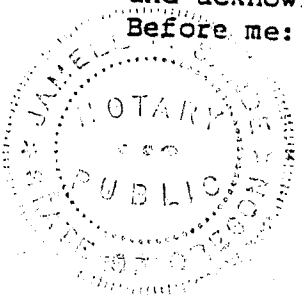


Personally appeared the above-named Jean Vollum, grantor,
and acknowledged the foregoing instrument to be their voluntary act.
Before me: hcn

T Te R
Notary Public for Oregon
My commission expires: to
12/3/94

STATE OF OREGON)
County of MULTNOMAH) ss.
September 22, 1993)

Personally appeared the above-named Joe Hertzberg, grantees,
and acknowledged the foregoing instrument to be their voluntary act.
Before me:



James P. Sande
Notary Public for Oregon
My commission expires: 2/10/94

After recording return to:
Joe Hertzberg
c/o 1737 N.E. Broadway
Portland, OR 97232

P.O. Box 219
160 Laneda Avenue
Manzanita, OR 97130

TEL: 503-368-5394
FAX: 503-368-5847

JULY 29, 1993

**SEPTIC DISPOSAL AREA EASEMENT
FOR SUMNER SHARP**

Beginning at a 5/8" rebar with yellow plastic cap stamped "LS 849" in the N.W. 1/4, Sec.19, T.4N., R.10W., W.M., at the Northeast corner of the Vollum parcel as recorded in Book 206, Page 9, and Book 249, Page 3, of Clatsop County Deed Records.

thence South 36° 06' 05" West 51.08 feet to a point;

thence North 76° 57' 00" West 50.00 feet, parallel with the North line of the Vollum parcel, to a point;

thence North 2° 40' 51" East 47.78 feet to a 5/8" rebar with yellow plastic cap stamped "LS 849", on the North line of said Vollum parcel;

thence South 76° 57' 00" East 78.60 feet, along the North line of said Vollum parcel to the point of beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dale N. Barrett

OREGON
JULY 14, 1982
DALE N. BARRETT
1979

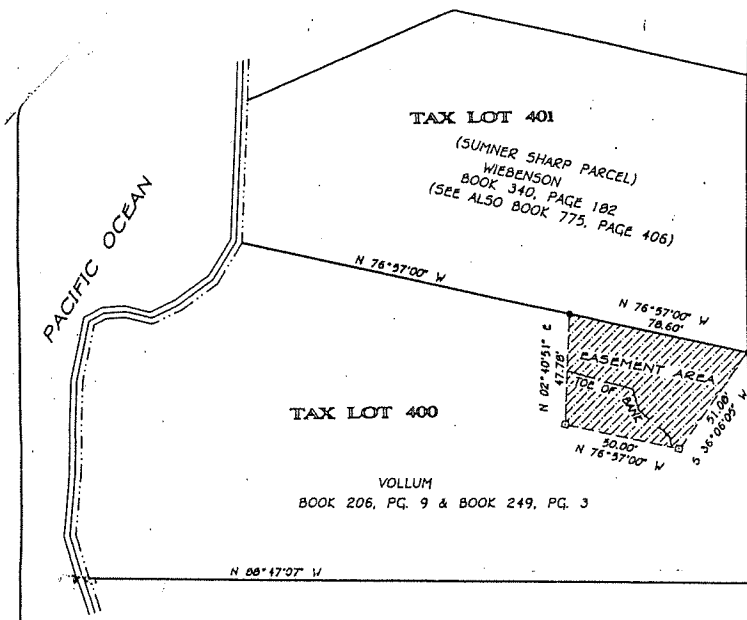
I hereby certify that the within return was received for the record and records of Clatsop County, State of Oregon, Book Records as indicated herein.

'93 SEP 24 11:45

938317

John Davidson
 LOREID DAVIDSON, Clatsop County Clerk

Document Type:
 FEES: ORS 705.320
 4 pages @ \$5 = 20
 \$10 PLCT Ord = 10
 \$20 Trans Fee = 20
 \$20 TAI Ord = 20
 Other:
 TOTAL FEES PAID = 50
 Cash Bill. Code
 Check 16489



BOOK 824 PAGE 125

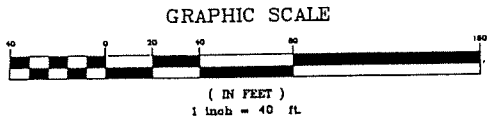
HIGHWAY 101

Δ = 01°31'26"
 R = 3799.60'
 LC = N 01°30'10" W
 L = 100.00'

BASIS OF BEARING
 THE LINE BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF SUBJECT PARCEL BEARS NORTH 76°57'00" WEST, THE VALUE PER MAP B-7455.

NOTE
 THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY. FOR SURVEY, SEE MAP B-7455. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF A PROPOSED EASEMENT FOR SEPTIC SYSTEM PURPOSES.

LEGEND
 ● INDICATES FOUND 3/8" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 849", SEE MAP B-7455.
 □ INDICATES SET 2"x2" WOOD HUB WITH LATH



SHARP-SM.DWG
 "SHARP" 39

SKETCH MAP FOR: SUMNER SHARP FOR THAT PARCEL AS DESCRIBED IN BOOK 775, PAGE 406 NW 1/4, SECTION 19, T4N, R10W, W.M. TILLAMOOK COUNTY		SURVEY BY: HANDFORTH LARSON & BARRETT, INC. P.O. BOX 219 MANZANITA, OR 97130 (503) 368-5394 FAX (503) 368-5847		REGISTERED PROFESSIONAL LAND SURVEYOR <i>Dale N. Barrett</i> OREGON July 18, 1983 DALE N. BARRETT 1878 RENEWAL DATE: DECEMBER 31, 1993	
DATE	JOB NO.	EQUIPMENT	FIELD	DRAWN	CHECKED
JULY 29, 1993	1637	TOPCON GTS-3C CO-OP 41	MHT/DLG	RDM	DNB

Harrington, Anderson & DeBlasio

Attorneys at Law

Kenneth E. Anderson
David H. DeBlasio

1 7 3 7 N.E. Broadway
Portland, Oregon 9 7 2 3 2-1 4 8 6
(5 0 3) 2 8 8- 5 8 2 3
FAX (5 0 3) 2 8 0 - 1 7 8 9

September 23, 1993

Of Counsel
Francis E. Harrington

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RECEIVED

SEP 24 1993

ASTORIA BRANCH OFFICE

Clatsop County Recorder
P.O. Box 178
Astoria, OR 97103

RE: EASEMENT AGREEMENT - VOLLUM TO HERTZBERG

Dear Recorder:

Enclosed you will find an executed Easement Agreement with attached legal description and map and our check for the appropriate fee.

Please provide a copy of the executed agreement in accord with your rules to DEQ to the attention of Dewey W. Darold, R.S., Environmental Specialist, Northwest Region, Water Quality, DEPARTMENT OF ENVIRONMENTAL QUALITY, North Coast Branch Office, 17 North Highway 101, Warrenton, OR 97146.

If you have any questions whatsoever, please do not hesitate to contact me. Thank you in advance for your cooperation.

Very truly yours,

HARRINGTON, ANDERSON & DeBLASIO

David H. DeBlasio
DHD:jps
Enclosures

cc: Mr. Dewey W. Darold, R.S. (no enclosures)
Mr. Sumner Sharpe (no enclosures)

FAX

Transmission

HARRINGTON, ANDERSON & DeBLASIO
 Attorneys at Law
 1737 N.E. Broadway
 Portland, Oregon 97232

OFFICE: (503) 288-5823
 FAX: (503) 280-1789

From: David J. Blasio

Date: 9/22/93 Time: 9 AM

No. Pages: 5 (including this sheet.)
call if incorrect.

To: Dwight DARD

Company: DEQ

Department: _____

Fax Number: 503 861-3259

Special Instructions: _____

Here is the Revised
Agreement^{signed} by Mrs Vallum,
Notarized as of Monday Hire,
I will ask the Clerk to be
sure to send you a copy. Thanks
for your help. Please call if
any questions. At the # Above
DJ

Harrington, Anderson & DeBlasio

Attorneys at Law

Kenneth E. Anderson
David H. DeBlasio

Of Counsel
Francis E. Harrington

1 7 3 7 N.E. Broadway
Portland, Oregon 9 7 2 3 2-1 4 8 6
(5 0 3) 2 8 8- 5 8 2 3
FAX (5 0 3) 2 8 0 - 1 7 8 9

September 8, 1993

Dewey W. Darold, R.S.
Environmental Specialist
North Coast Branch Office
17 North Highway 101
Warrenton, OR 97146

VIA FAX
1-503-861-3269

Re: Easement Vollum to Hertzberg

Dear Mr. Darold:

Enclosed is the easement form filled out for your approval. The Septic Disposal Area Easement done by Handforth Larson & Barrett, Inc. is Exhibit A. We've enclosed a map also.


Let me know if it meets your approval for submission to Mrs. Vollum.

Please call me concerning any questions, concerns or comments you may have.

If I am not available when you call, please leave good times to return your call. Thank you.

Very truly yours,

HARRINGTON, ANDERSON & DeBLASIO


David H. DeBlasio
DHD/mfm
Enclosures

©1989 MORGANCAFE LTP

**HANDFORTH
LARSON &
BARRETT, INC.**

Civil Engineering & Surveying

P.O. Box 219
160 Lanada Avenue
Manzanita, OR 97130

TEL: 503-368-5394
FAX: 503-368-5847

JULY 29, 1993

**SEPTIC DISPOSAL AREA EASEMENT
FOR SUMNER SHARP**

Beginning at a 5/8" rebar with yellow plastic cap stamped "LS 849" in the N.W. 1/4, Sec.19, T.4N., R.10W., W.M., at the Northeast corner of the Vollum parcel as recorded in Book 206, Page 9, and Book 249, Page 3, of Clatsop County Deed Records.

thence South 36° 06' 05" West 51.08 feet to a point;

thence North 76° 57' 00" West 50.00 feet, parallel with the North line of the Vollum parcel, to a point;

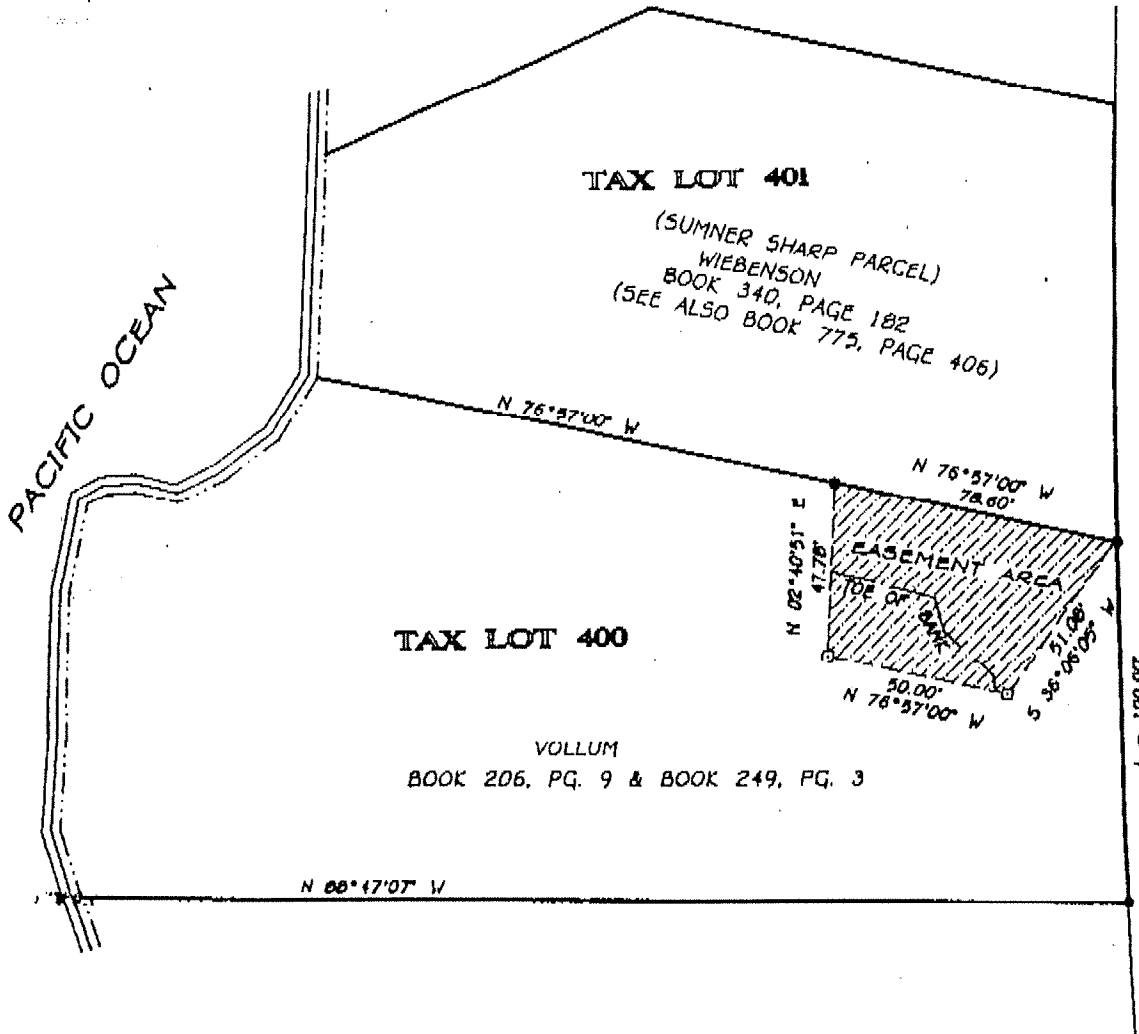
thence North 2° 40' 51" East 47.78 feet to a 5/8" rebar with yellow plastic cap stamped "LS 849", on the North line of said Vollum parcel;

thence South 76° 57' 00" East 78.60 feet, along the North line of said Vollum parcel to the point of beginning.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Dale M. Barrett

**OREGON
MAY 16, 1982
DALE M. BARRETT
1979**



$\Delta = 01^{\circ}31'28''$
 $R = 3759.60'$
 $LC = N 01^{\circ}30'10'' W$
 $L = 100.00'$

BASIS OF BEARING
 THE LINE BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF SUBJECT PARCEL BEARS NORTH 76°57'00" WEST. THE VALUE PER MAP B-7455.

NOTE
 THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY. FOR SURVEY, SEE MAP B-7455. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF A PROPOSED EASEMENT FOR SEPTIC SYSTEM PURPOSES.

LEGEND
 ● INDICATES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 849", SEE MAP B-7455.
 □ INDICATES SET 2"x2" WOOD HUD WITH LATH



GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft

SHARP-5M.DWG
 "SHARP" 39

SKETCH MAP FOR:
SUMNER SHARP
 FOR THAT PARCEL AS DESCRIBED IN
 775, PAGE 406

SURVEY BY:
HANDFORTH LARSON & BARRETT, INC.
 P.O. BOX 219
 MANZANITA, OR 97130
 (503) 368-5394 FAX (503) 368-5847

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Dale N. Barrett
 OREGON
 July 18, 1982
 DALE N. BARRETT

Agenda Item #14.
 NW 1/4, SECTION 19, T4N, R10W, W.M.
 TILLAMOOK COUNTY

FAX

Transmission

HARRINGTON, ANDERSON & DeBLASIO
 Attorneys at Law
 1737 N.E. Broadway
 Portland, Oregon 97232

OFFICE: (503) 288-5823
 FAX: (503) 280-1789

From: DAVID De Blasio

Date: 8/30 Time: 11 AM

No. Pages: 1 (Including this sheet.)
call if incorrect.

To: Dewey D Arnold

Company: DEG

Department: _____

Fax Number: (503) 861-3259

Special Instructions: _____

PLEASE CALL ME CALLER

Re your letter of 8/26

TO JOE HATZBERG - I've

TRIED TO CALL you AT

861-3280 since 8³⁰ AM BUT

CANNOT GET THROUGH - THANK YOU

DAVID De BLASIO 288-5823

DEPARTMENT OF ENVIRONMENTAL QUALITY

North Coast Branch Office
17 North Highway 101
Warrenton, OR 97146
Phone (503) 861-3280

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

Date: August 26, 1993

NORTHWEST REGION

Joe Hertzberg
3115 NW Thurman
Portland, OR 97210

Re: Field visit to property
T4N, R10W, Section 19BB, Tax Lot 401, Clatsop County,
0.55 Acres.

Dear Mr. Hertzberg:

On August 24, 1993, Department personnel conducted a follow-up field visit to the above described property for the purpose of evaluating a new proposed easement boundary surveyed by Handforth, Larson & Barrett. The new easement boundary, southeast of the residence, provides additional area for repair (replacement) of an on-site sewage disposal system.

Find enclosed an easement form which is to be used. Please have both parties sign the form and notarize it. After that, it must be filed in the Clatsop County Clerk's office and recorded on the deeds to the property. You should submit the easement form or bring it into our office before it is filed in the Clerk's office so that we can make sure it has been filled out correctly.

The repair system, different than what was originally proposed, will consist of an alternative serial distribution seepage trench system with an effluent lift pump, as described in the enclosed construction detail and setback sheets.

Before a repair permit can be issued, a detailed and to-scale plot plan is required. The plot plan must show the layout of the entire on-site sewage disposal system with all applicable setbacks to the house foundation, water lines, new easement property lines, escarpment, etc. A materials list showing types and quantities to be used in the construction is needed along with a non-pressurized system head calculations. Enclosed is a calculation sheet. You may want to consult with a state licensed installer who is familiar with plan preparation and can design a system to meet our requirements.



Joe Hertzberg
August 26, 1993
Page 2

Only a limited area of this property appears suitable for on-site sewage disposal. Please refer to the enclosed diagram for specifics concerning the location, boundaries and/or special conditions of the specific approved site.

It should be noted that this system repair authorization is based upon a need to overcome a public health hazard. The site conditions do not entirely meet current state standards. As a result, the system must be considered a **Nonconforming Repair**. Depending upon the situation, this may or may not affect the ability of the system to perform proper sewage treatment and disposal.

The completed plot plan and easement agreement should be submitted to our office within the next two weeks and the system installation completed no later than **September 30, 1993**, weather permitting.

If you should have any questions or would like to discuss matters further, please feel welcome to contact me at (503) 861-3280.

Sincerely,



Dewey W. Darold, R.S.
Environmental Specialist
Northwest Region
Water Quality

enc: Non-pressurized System Head Calculation Sheet
Site Diagram
Easement Form
Construction Detail Sheet
Setback Sheet

cc: Sumner Sharpe
Glenn Carlson, Carlson Contracting

SEEPAGE TRENCH SYSTEM CONSTRUCTION DETAIL SHEET

Date 8-27-93

Applicant Joe Hertzberg

Tax Lot 401 Section 19BB Twp 4 Rng 10 Acreage 0.55

X 1. For the installation of an alternative SEEPAGE TRENCH SYSTEM on the above property, the following construction specifications shall apply:

X The septic tank shall have minimum liquid capacity of 1000 gallons.

X The disposal field shall be constructed in Serial distribution with a MAXIMUM TRENCH DEPTH of 42 inches and a minimum trench depth of 42 inches. Trenches shall contain a total of 30 inches of drainrock, 24 inches of which is to be installed below the distribution pipe. There must be at least 12 inches of backfill over the top of the drainrock from the natural ground surface.

X With the soil conditions on this site, 43 lineal feet of disposal trench will be required per 150 gallons maximum projected daily sewage flow. For the proposed development, a minimum of 86 total lineal feet of disposal trench is required. Disposal trenches shall be constructed 2 feet wide on 10 foot minimum centers with no individual trench exceeding 125 feet in length. The trenches and perforated distribution piping shall be installed within one inch (1) of level, contoured to the natural ground surface.

X An effluent lift pump ^{will} may be necessary to construct the disposal field in the approved area at the correct trench depths.

 The top of the disposal trench drainrock shall be protected by filter fabric.

X Specific construction setback requirements are outlined in the enclosed listing.

 2. The following conditions shall apply to this system installation:

X The projected maximum daily sewage flow is limited to 300 gallons per day, equal to a 2 bedroom single family dwelling.

X For sanitation purposes, the minimum lot size for this single building site is 0.55 Acres.

X This lot size will require an approved off-site public or community water supply.

 The system cannot be installed on land slopes in excess of percent.

~~X~~

Construction of this system is limited to the summer months (June through September) with dry soil and site conditions.

~~X~~

No part of the system shall be installed within the 10' easement or right-of-way.

3. Special Conditions: _____

Dewey David

Sanitarian, DEQ Astoria Branch Office

MINIMUM SETBACK REQUIREMENTS

Date 8-27-93

Applicant Joe Hertzberg

Tax Lot 401 Section 19BB Twp 4 Rng 10 Acreage 0.55

SETBACK REQUIRED (as marked)	DISPOSAL FIELD OR AREA ¹	TREATMENT AND DISTRIBUTION UNITS ²
<input checked="" type="checkbox"/> Groundwater Supplies (wells) ³	100'	50'
<input type="checkbox"/> Springs		
Upslope from system	50'	50'
Downslope from system	100'	50'
<input type="checkbox"/> Surface Public Waters ⁴	100'	50'
For Sand Filter System (only)	50'	50'
<input type="checkbox"/> Intermittent Streams ⁵	50'	50'
<input type="checkbox"/> Groundwater Interceptors ⁶		
On a slope 3% or less	20'	20'
On a slope greater than 3%		
- Upslope from system	10'	10'
- Downslope from system	50'	25'
<input type="checkbox"/> Cuts Manmade ⁷	_____'	_____'
<input type="checkbox"/> Escarpments ⁸	<u>25</u> '	<u>10</u> '
<input type="checkbox"/> Curtain Drains		
Upslope from system	10'	10'
Downslope from system	50'	25'
<input checked="" type="checkbox"/> Property Lines	10'	10'
<input checked="" type="checkbox"/> Water Lines	10'	10'
<input checked="" type="checkbox"/> Building Foundations (all)	10'	5'
<input type="checkbox"/> Other _____	_____'	_____'

Special Conditions: _____

¹ Includes all disposal trenches, "bottomless" sand filter, seepage beds and replacement area.

² Includes septic tank, effluent sewer, header pipes, drop boxes, distribution box, sand filter, dosing tank, pressure line, etc.

SEE OTHER SIDE

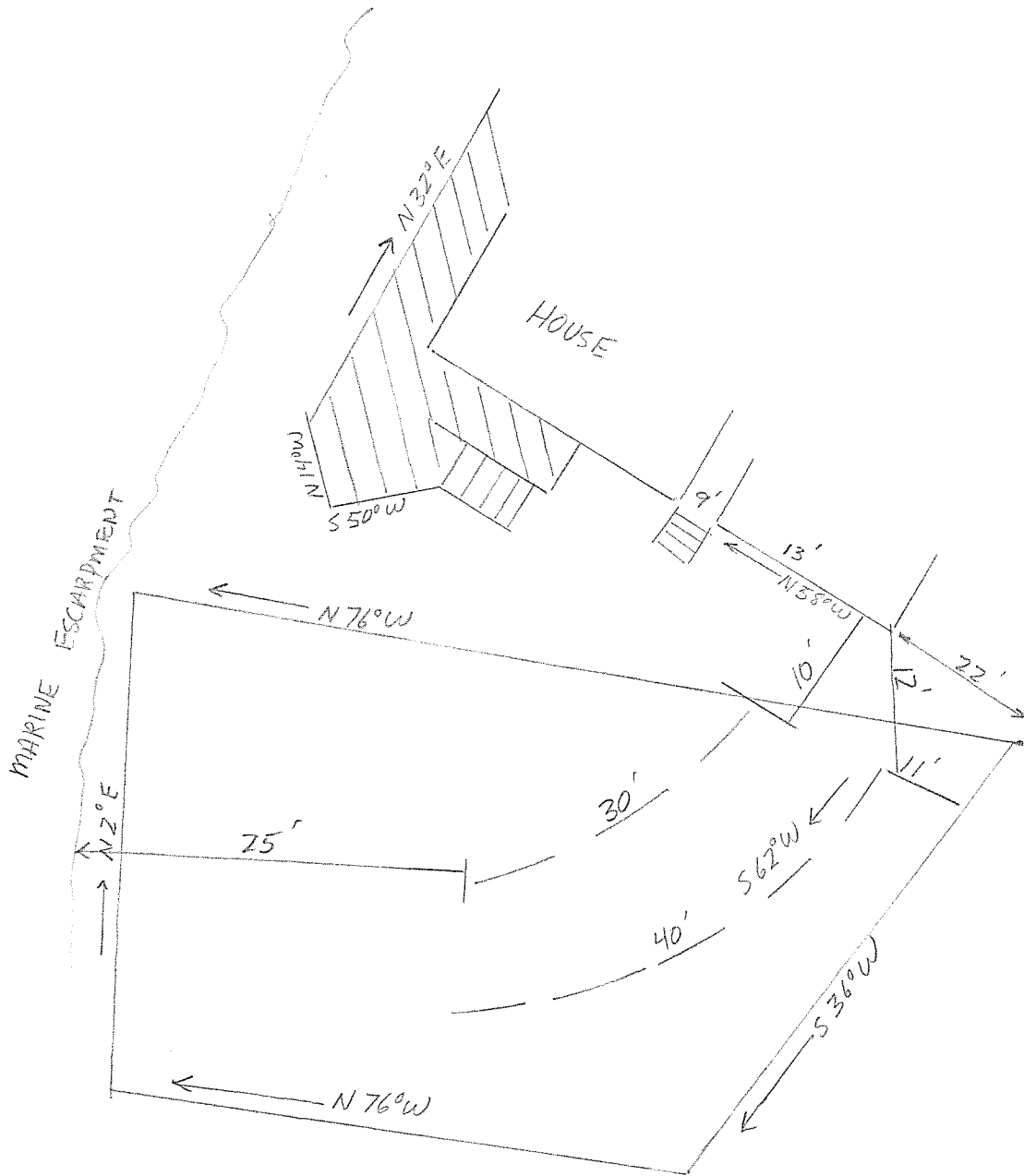
- 3 Includes temporarily abandoned wells, agricultural wells, etc.
- 4 Means creeks, streams, rivers, lakes, bays, ponds, marshes, reservoirs, etc.; public or private, natural or manmade setback measured from bank drop-off or mean yearly high water mark.
- 5 Drainageway or groundwater interceptor that continuously flows water for a period of greater than 2 months but not continuously for any year.
- 6 Any natural or artificial groundwater or surface water drainage system including footing drains, agricultural drain tile, ditches, etc.
- 7 Land surface as a result of mechanical land shaping where the modified slope exceeds 50 percent, and the depth of the cut exceeds thirty (30) inches or the effective soil depth.
- 8 Natural occurring slopes greater than 50% which extend vertically 6 feet or more calculated from top to toe characterized by a cliff or steep hillside; setback is measured from top of slope break.

Dewey Darold

Sanitarian, DEQ Astoria Branch Office

Joe Hertzberg
410-1988-401

Dewey Darold
8-24-93
Site Visit
(NTS)



HANDFORTH LARSON & BARRETT, INC.

Civil Engineering & Surveying

P.O. Box 219
160 Laneda Avenue
Manzanita, OR 97130

TEL: 503-368-5394
FAX: 503-368-5847

JULY 29, 1993

SEPTIC DISPOSAL AREA EASEMENT FOR SUMNER SHARP

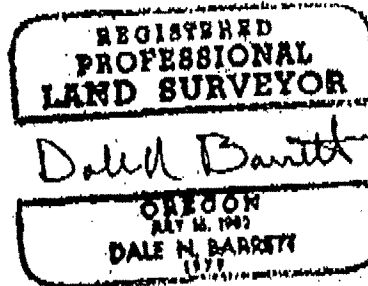
Beginning at a 5/8" rebar with yellow plastic cap stamped "LS 849" in the N.W. 1/4, Sec.19, T.4N., R.10W., W.M., at the Northeast corner of the Vollum parcel as recorded in Book 206, Page 9, and Book 249, Page 3, of Clatsop County Deed Records.

thence South 36° 06' 05" West 51.08 feet to a point;

thence North 76° 57' 00" West 50.00 feet, parallel with the North line of the Vollum parcel, to a point;

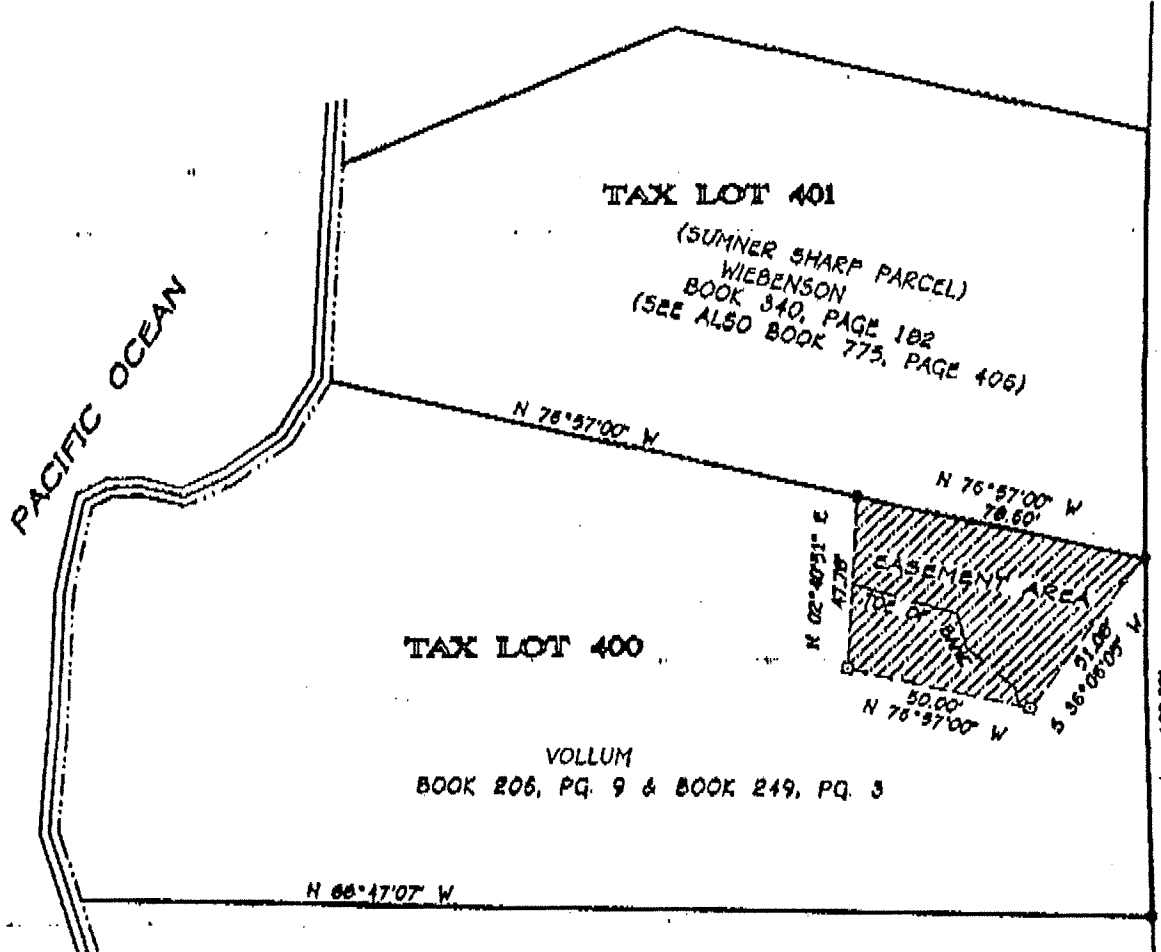
thence North 2° 40' 51" East 47.78 feet to a 5/8" rebar with yellow plastic cap stamped "LS 849", on the North line of said Vollum parcel;

thence South 76° 57' 00" East 78.60 feet, along the North line of said Vollum parcel to the point of beginning.



Post-It™ brand fax transmittal memo 7671 # of pages **2**

To <i>Dewey Darold</i>	From <i>Sumner Sharp</i>
Co. <i>DEB</i>	Co. <i>MLR</i>
Dept.	Phone # <i>282-5069</i>
Fax # <i>861-3259</i>	Fax #



Δ = 01°31'25"
 R = 3759.60'
 LC = N 01°30'10" W
 L = 100.00'

BASIS OF BEARING

THE LINE BETWEEN THE FOUND MONUMENTS ON THE SOUTH LINE OF SUBJECT PARCEL BEARS NORTH 76°57'00" WEST, THE VALUE PER MAP S-7455.

NOTE

THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY. FOR SURVEY, SEE MAP S-7455. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF A PROPOSED EASEMENT FOR SEPTIC SYSTEM PURPOSES.

LEGEND

- INDICATES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 049". SEE MAP S-7455.
- ⊠ INDICATES SET 2"X2" WOOD HUB WITH LATH

GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft. Reduced 77%



SHARP-SM.DWG
 SHARP 39

SKETCH MAP FOR:
SUMNER SHARP
 FOR THAT PARCEL AS DESCRIBED IN
 BOOK 775, PAGE 406
 Agenda Item #14.
 NW 1/4, SECTION 19, T4N, R10W, W.M.
 TILLAMOOK COUNTY

SURVEY BY:
HANDFORTH LARSON & BARRETT, INC.
 P.O. BOX 219
 MANZANITA, OR 97130
 (503) 368-5394 FAX (503) 368-5847

REGISTERED
 PROFESSIONAL
LAND SURVEYOR
Dale Barrett
 OREGON
 APR 14, 1993
 DALE W. BARRETT

ASTORIA BRANCH OFFICE
P.O. Box 869, Astoria, OR 97103

DEPARTMENT OF
ENVIRONMENTAL
QUALITY
NORTHWEST REGION

DATE: March 1, 1993

Joe Hertzberg
3115 NW Thurman
Portland, OR 97210

Re: Evaluation Report for On-Site Sewage Disposal Repair
T4N, R10W, Section 19BB, Tax Lot 401, Clatsop County
0.55 Acres.

Dear Mr. Hertzberg:

I have conducted an evaluation on the above described property for a repair (replacement) on-site sewage disposal system. This evaluation and report is based upon current Department of Environmental Quality regulations governing on-site sewage disposal, Oregon Administrative Rules (OAR) Chapter 340, Divisions 71, 72 & 73.

Based upon the results of this study, on-site sewage disposal repair appears feasible for the installation of a **Standard Serial Distribution System**, as described in the enclosed construction detail and setback sheets.

Only a limited area of this property appears suitable for on-site sewage disposal. Please refer to the enclosed diagram for specifics concerning the location, boundaries and/or special conditions of the specific approved site.

Please note that this approval is site specific to the area tested and does not address or warrant the potential or feasibility of locating the system elsewhere on the property.

It should be noted that this system repair authorization is based upon a need to overcome a public health hazard. The site conditions do not entirely meet current State standards. As a result the system must be considered a **Nonconforming Repair**. Depending upon the situation this may or may not affect the ability of the system to perform proper sewage treatment and disposal.

This system is limited to a dwelling of **two (2)** bedrooms maximum. The definition of "bedroom" means any room within a dwelling which meets minimum habitation criteria as interpreted and administered by the local building official.



1500 SW First Avenue
Suite 750
Portland, OR 97201-5884
(503) 229-
DEQ-1


Page 342

Joe Hertzberg
March 1, 1993
Page 2

For repair permit issuance, a detailed and to-scale plot plan is required. The plot plan must show all applicable features, including setbacks to water lines, building foundations, property lines, escarpments, etc. The plot plan should be submitted within (30) days from the date of this report.

Technical information pertaining to the evaluation is available upon request. If you have any questions, or would like further information, please feel welcome to contact the DEQ Astoria Branch Office at (503) 325-8660.

Sincerely,



Dewey W. Darold, R.S.
Environmental Specialist
Northwest Region
Water Quality

cc: Sumner Sharpe

enc: Site Diagram
Construction Detail Sheet
Setback Sheet

STANDARD SEWAGE TREATMENT SYSTEM CONSTRUCTION DETAIL SHEET

Date 3-1-93

Applicant Joe Hertzberg

Tax Lot 401 Section 19BB Twp 4 Rng 10 Acreage 0.55

X 1. For the installation of an STANDARD SEWAGE DISPOSAL SYSTEM on the above property, the following construction specifications shall apply:

X The septic tank shall have minimum liquid capacity of 1000 gallons.

X The disposal field shall be constructed in Serial distribution with a MAXIMUM TRENCH DEPTH of 36 inches and a minimum trench depth of 24 inches. There must be at least 12 inches of backfill over the top of the drainrock, measured from the natural ground surface.

X With the soil conditions on this site, 75 lineal feet of disposal trench will be required per 150 gallons maximum projected daily sewage flow. For the proposed development, a minimum of 150 total lineal feet of disposal trench is required. Disposal trenches shall be constructed 2 feet wide on 10 foot minimum centers with no individual trench exceeding 125 feet in length. The trenches and distribution piping shall be installed within one (1) inch of level, contoured to the natural ground surface.

 A curtain drain is required as a component of this system. This groundwater interceptor shall be constructed 12 inches wide by inches deep with inches of clean drainrock placed over a 4 inch perforated collection pipe. The trench and collection pipe shall be constructed on a grade of 0.2 to 0.4 feet of fall per 100 feet of line. A minimum 10 foot upslope setback must be maintained from the disposal trenches. The collection piping shall be exhausted by a non-perforated pipe to a point below and away from the disposal field. The end of the outfall shall consist of heavy duty pipe with the outlet protected by a flap gate or grate.

X An effluent lift pump ~~may~~ ^{will} be necessary to construct the disposal field in the approved area at the correct trench depths.

 The top of the disposal trench drainrock shall be protected by filter fabric.

X Specific construction setback requirements are outlined in the enclosed listing.

X 2. The following conditions shall apply to this system installation:

X For sanitation purposes, the minimum lot size for this single building site is 0.55.

X This lot size will require an approved off-site public or community water supply.

_____ This system shall not be installed on slopes in excess of _____ percent.

X Construction of this system is limited to the summer months (June through September) with dry soil and site conditions.

X No part of the system shall be installed within the _____ ^{10'} _____ easement or right-of-way.

X 3. Special Conditions: If it is determined that the area will not accommodate 150 linear feet of disposal trench, then you may want to incorporate seepage trenches.

Dewey Donald
Sanitarian, DEQ Astoria Branch Office

MINIMUM SETBACK REQUIREMENTS

Date 3-1-93

Applicant Joe Hertzberg

Tax Lot 401 Section 19BB Twp 4 Rng 10 Acreage 0.55

SETBACK REQUIRED (as marked)	DISPOSAL FIELD OR AREA ¹	TREATMENT AND DISTRIBUTION UNITS ²
<input checked="" type="checkbox"/> Groundwater Supplies (wells) ³	100'	50'
<input checked="" type="checkbox"/> Springs		
Upslope from system	50'	50'
Downslope from system	100'	50'
<input type="checkbox"/> Surface Public Waters ⁴	100'	50'
For Sand Filter System (only)	50'	50'
<input type="checkbox"/> Intermittent Streams ⁵	50'	50'
<input type="checkbox"/> Groundwater Interceptors ⁶		
On a slope 3% or less	20'	20'
On a slope greater than 3%		
- Upslope from system	10'	10'
- Downslope from system	50'	25'
<input type="checkbox"/> Cuts Manmade ⁷	_____'	_____'
<input checked="" type="checkbox"/> Escarpments ⁸	<u>25'</u>	<u>10'</u>
<input type="checkbox"/> Curtain Drains		
Upslope from system	10'	10'
Downslope from system	50'	25'
<input checked="" type="checkbox"/> Property Lines	10'	10'
<input checked="" type="checkbox"/> Water Lines	10'	10'
<input checked="" type="checkbox"/> Building Foundations (all)	10'	5'
<input type="checkbox"/> Other _____	_____'	_____'

Special Conditions: You may have to relocate water line if not able to maintain 10' setback. The disposal trenches can be as close as five feet to property lines if not able to maintain a 10' setback

¹ Includes all disposal trenches, "bottomless" sand filter, seepage beds and replacement area.

² Includes septic tank, effluent sewer, header pipes, drop boxes, distribution box, sand filter, dosing tank, pressure line, etc.

³ Includes temporarily abandoned wells, agricultural wells, etc.

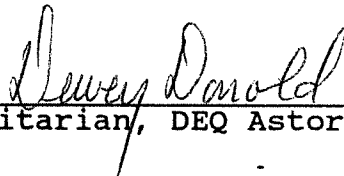
⁴ Means creeks, streams, rivers, lakes, bays, ponds, marshes, reservoirs, etc.; public or private, natural or manmade setback measured from bank drop-off or mean yearly high water mark.

⁵ Drainageway or groundwater interceptor that continuously flows water for a period of greater than 2 months but not continuously for any year.

⁶ Any natural or artificial groundwater or surface water drainage system including footing drains, agricultural drain tile, ditches, etc.

⁷ Land surface as a result of mechanical land shaping where the modified slope exceeds 50 percent, and the depth of the cut exceeds thirty (30) inches or the effective soil depth.

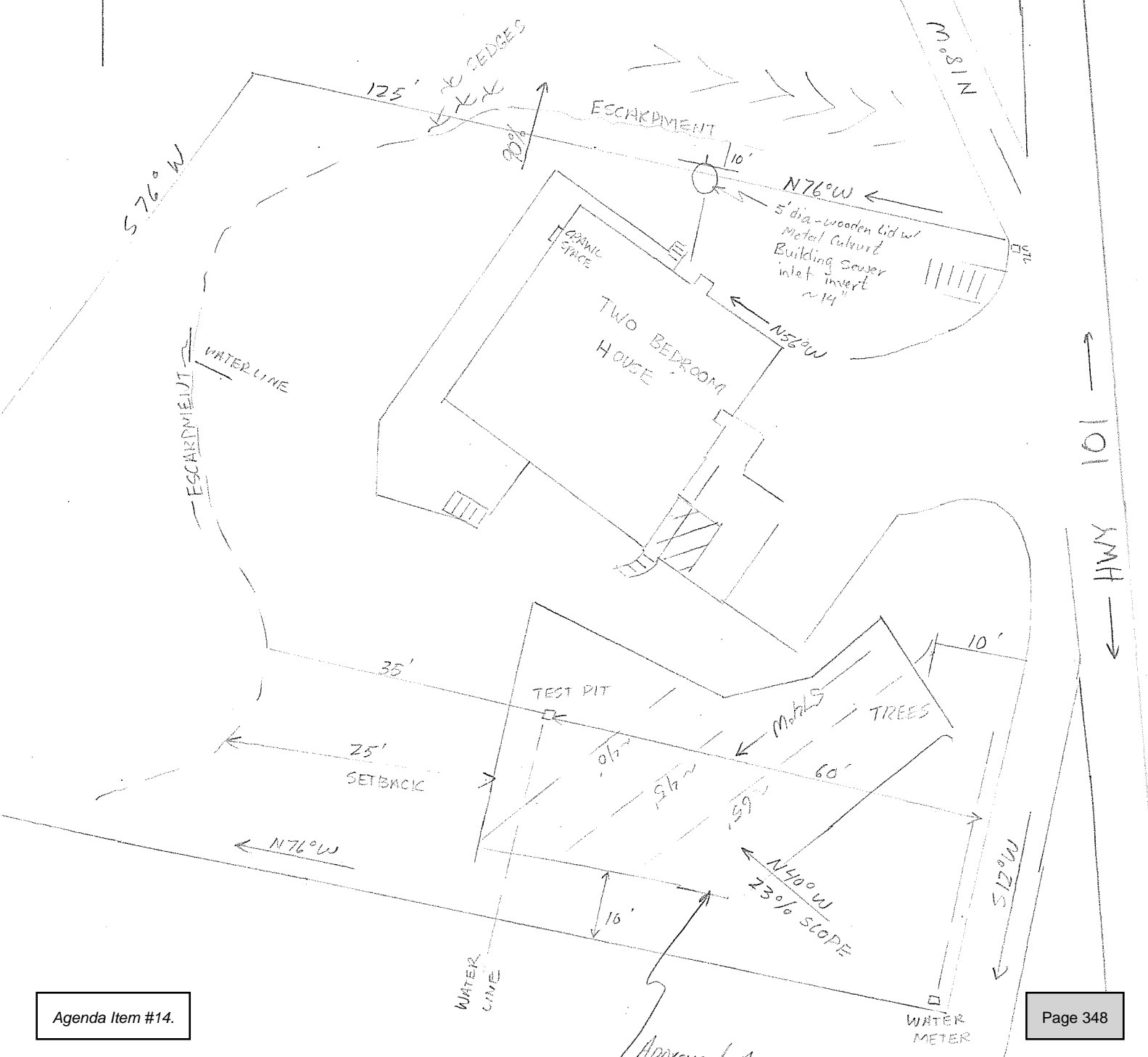
⁸ Natural occurring slopes greater than 50% which extend vertically 6 feet or more calculated from top to toe characterized by a cliff or steep hillside; setback is measured from top of slope break.



Sanitarian, DEQ Astoria Branch Office

Joe Hertzberg
410-1988-401
0.55 Acre

Dewey Darold
3-1-93
R.P.
(NTS)



Approved Aug

ARCH CAPE SERVICE DISTRICT

Box 28 • Arch Cape, Oregon 97102
(503) 436-2790

DEPT. OF ENVIRONMENTAL QUALITY
RECEIVED

MAR 02 1993

ASTORIA BRANCH OFFICE

1 March 1993

Dewey Darold
DEQ
PO Box 869
Astoria, OR 97103

Dear Mr. Darold:

Thank you for your phone call today regarding the Sumner Sharp property in Arch Cape. As I stated in our conversation, Arch Cape Service District is not issuing sewer hook up permits or considering any other land annexation at this time due to a water moratorium. The moratorium has been brought about because of the district's restrictive water rights. The district has applied to the Water Resource Commission for an increase in rights, but at present that request is on an administrative hold. The district has no idea how long it will be before the application is considered and an increase in rights issued. Until that time, no building permits will be issued.

If you have any other questions do not hesitate to call.

Sincerely,



Mike Graham
ACSD

STATE OF OREGON
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 NORTH COAST OFFICE
 749 Commercial, P.O. Box 869
 Astoria, Oregon 97103
 325-8660 or 1-800-452-4011

FL OFFICE USE ONLY
 Date Rec'd 2-22-93
 Date Completed 9-30-93
 Required Fee \$125.00
 Receipt No. 55869
 Control No. 34710

3

FOR APPLICANT'S USE - (PLEASE PRINT)

0.55Ac

Lot Size (Acreage or Dimensions)

Joe Hertzberg

Summer Sharpe

(Property Owner's Name)

(Applicant's Name if Different from Owner)

Legal Description
of Property

T4N
(Township)

R10W
(Range)

198B 40-198B-401
(Section) (Tax Lot/Acct. No.)

Clatsop
(County)

For Parcels in Platted
Subdivisions, Indicate

(Subdivision Name)

(Lot Number)

(Block Number)

Proposed Facility

Water Supply

Single Family Residence

2
(Number of Bedrooms)

Public (Community System)

Private

(Indicate: Well, Spring, Etc.)

Other

(Specify)

Existing Facility

Single Family Residence

2
(Number of Bedrooms)

Other

(Specify)

APPLICATION FOR:

Site Evaluation Report

Permit to Construct On-Site Sewage Disposal System

Permit to Repair On-Site Sewage Disposal System

Permit for Alteration of On-Site Sewage Disposal System

Permit Renewal

Existing System Report

Plan Review

Other (Specify)

Authorization Notice

Purpose of Authorization Notice

Connect to an existing system not currently in use

Replace one mobile home with another or a house

Replace or rebuild a house

Addition of one or more bedroom

Personal hardship

Temporary housing

Other (Specify)

This application will be returned if it is not filled out completely and accompanied by the appropriate fee and attachments required in the guidance packet. Your site must be prepared according to instructions in the guidance packet before action can be taken on this application.

By my signature, I certify that the information I have furnished is correct, and hereby grant the Department of Environmental Quality and its authorized agent permission to enter onto the above described property for the purpose of this application.

Summer Sharpe
(Signature)

2/22/93
(Date)

Authorized Representative

Licensed Installer

License No. _____

Owner's Mailing Address

Joe Hertzberg
3115 NW Thurman
Portland, OR 97210

Phone 248-9205

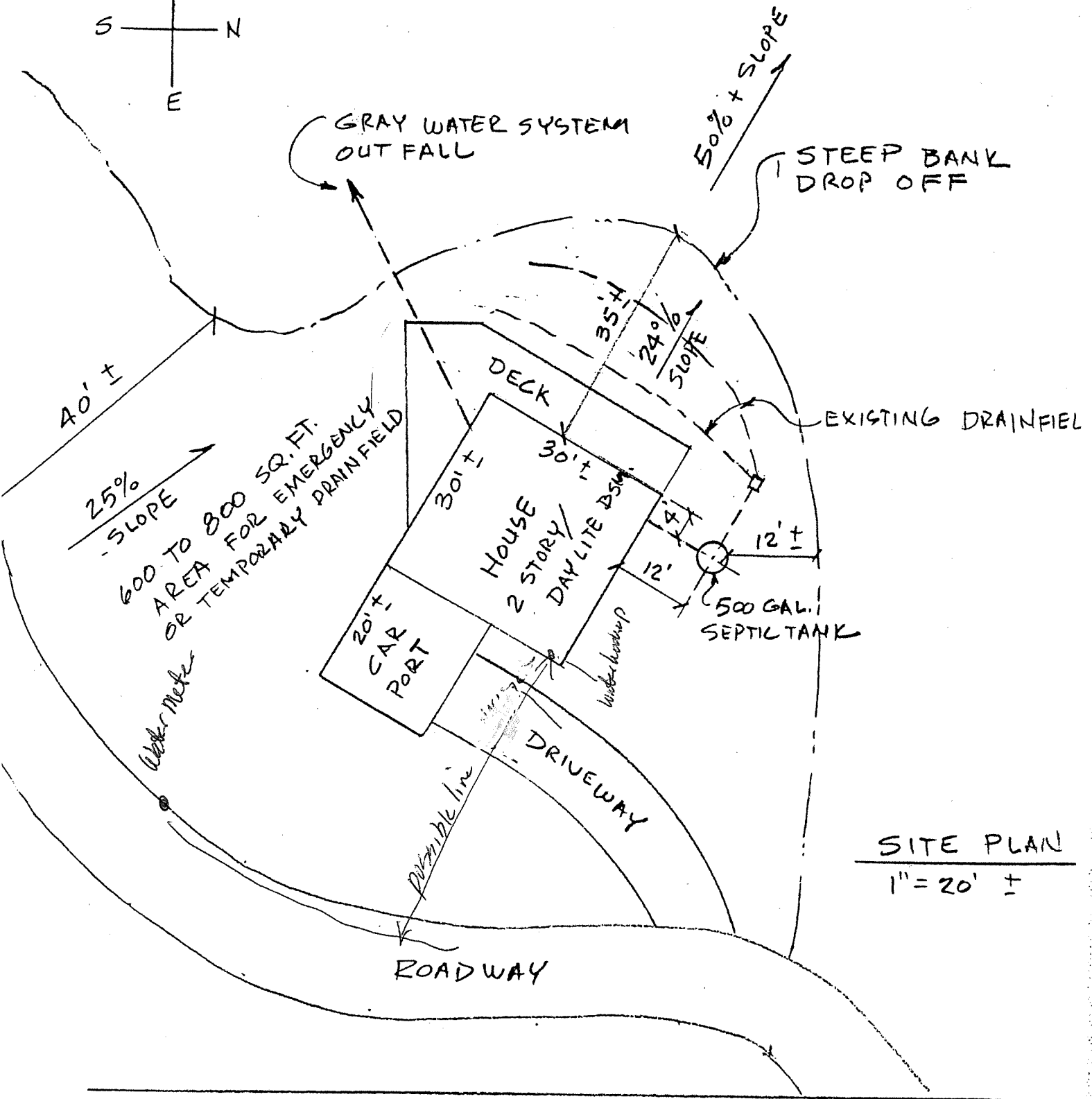
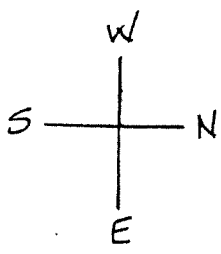
Applicant's Mailing Address (if different)

Summer Sharpe
1108 NE GOING ST
PORTLAND, OR 97201

Phone 503/225-0192(W) IW\WC8\WC8690 (7-19-91)

503/284-6807 (h)

Call Summer Sharpe before going to site.



SITE PLAN
 1" = 20' ±

93-53

FOR DEQ USE ONLY

LAND USE COMPATIBILITY STATEMENT FOR ON-SITE SEWAGE DISPOSAL SYSTEMS

APPLICANT'S NAME: Sumner Sharpe; MAILING ADDRESS: 1108 NE GOING ST, PORTLAND, OR 97211; PHONE: 225-0192 (w), 284-6807 (h)

TOWNSHIP: T4N; RANGE: R10W; SECTION: 19; TAX LOT OR ACCT NO: 41019BB-401; SUBDIVISION/PROJECT: ; LOT: ; BLOCK: ; COUNTY: Clatsop; PROPERTY IS A LOT OF RECORD CREATED BEFORE AUGUST 1, 1981.

PROPOSED LAND USE: Single Family Residence

STATEMENT OF COMPATIBILITY FROM APPROPRIATE LAND USE AUTHORITY (An equivalent statement may be provided in lieu of this form)

PROPERTY'S ZONING DESIGNATION: CR (Coastal-Residential); *NOTE: This is for repair of an existing septic system - pit is in a known slide area. A new residence would require a preliminary GHD rept. at minimum.

THE ABOVE PROPOSAL HAS BEEN REVIEWED AND FOUND TO BE: [X] COMPATIBLE WITH THE LCDC ACKNOWLEDGED COMPREHENSIVE PLAN OR [] NOT COMPATIBLE WITH THE LCDC ACKNOWLEDGED COMPREHENSIVE PLAN; [] CONSISTENT WITH THE STATEWIDE PLANNING GOALS OR [] NOT CONSISTENT WITH THE STATEWIDE PLANNING GOALS

REASON FOR FINDING OF COMPATIBILITY / INCOMPATIBILITY: Allowed Use in this Zone

PROPERTY IS LOCATED: (check one) [] INSIDE CITY [] INSIDE URBAN GROWTH BOUNDARY OUTSIDE CITY LIMITS [X] OUTSIDE URBAN GROWTH BOUNDARY

LAND USE AUTHORITY: Clatsop Co Dept/Planning & Dev

SIGNED: Shawn McConnell; TITLE: Planner; DATE: 7-28-93

[] CITY/COUNTY CONCURRENCE IF INSIDE URBAN GROWTH BOUNDARY

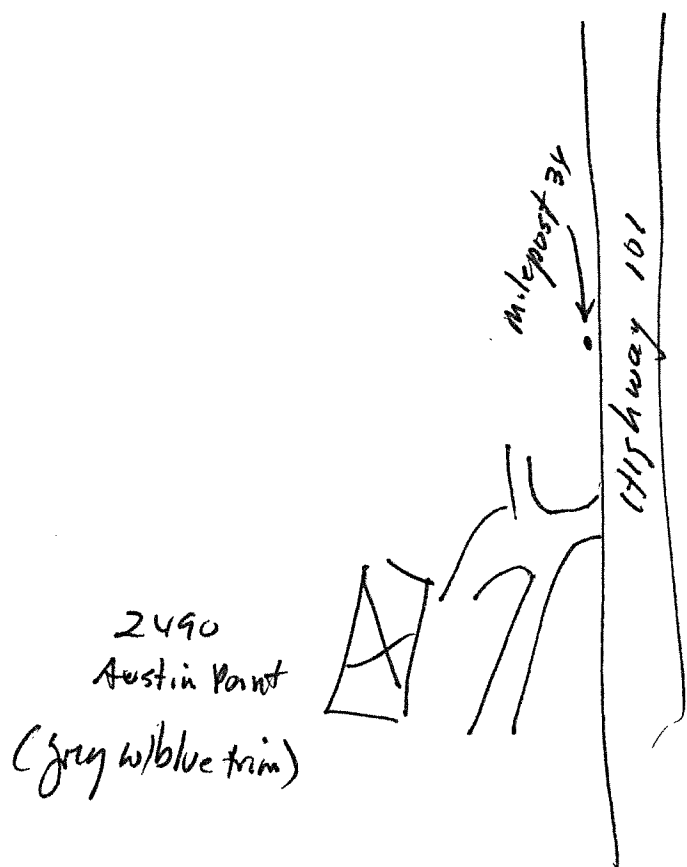
SIGNED: ; TITLE: ; DATE:

9-59: Phone call from Mr. Wiebenson. Plans to buy a lot and build north of Arch Cape. Wants insp. of property to see if O.K. for sewage disp. system.

11-59 F.V. Inspection made of property with Mrs Wiebenson. The lot is very rough & is near a cove. Plans call for the house to be built in two levels. I believe the front can be used for the disposal system. Suggested that the property be cleared so a better picture can be seen of what he has.

68 F.V. talked to Mr W.E. Wiebenson who is on the sewer committee. He is for sewers. Told him I would do all I could to help the committee out. BRV

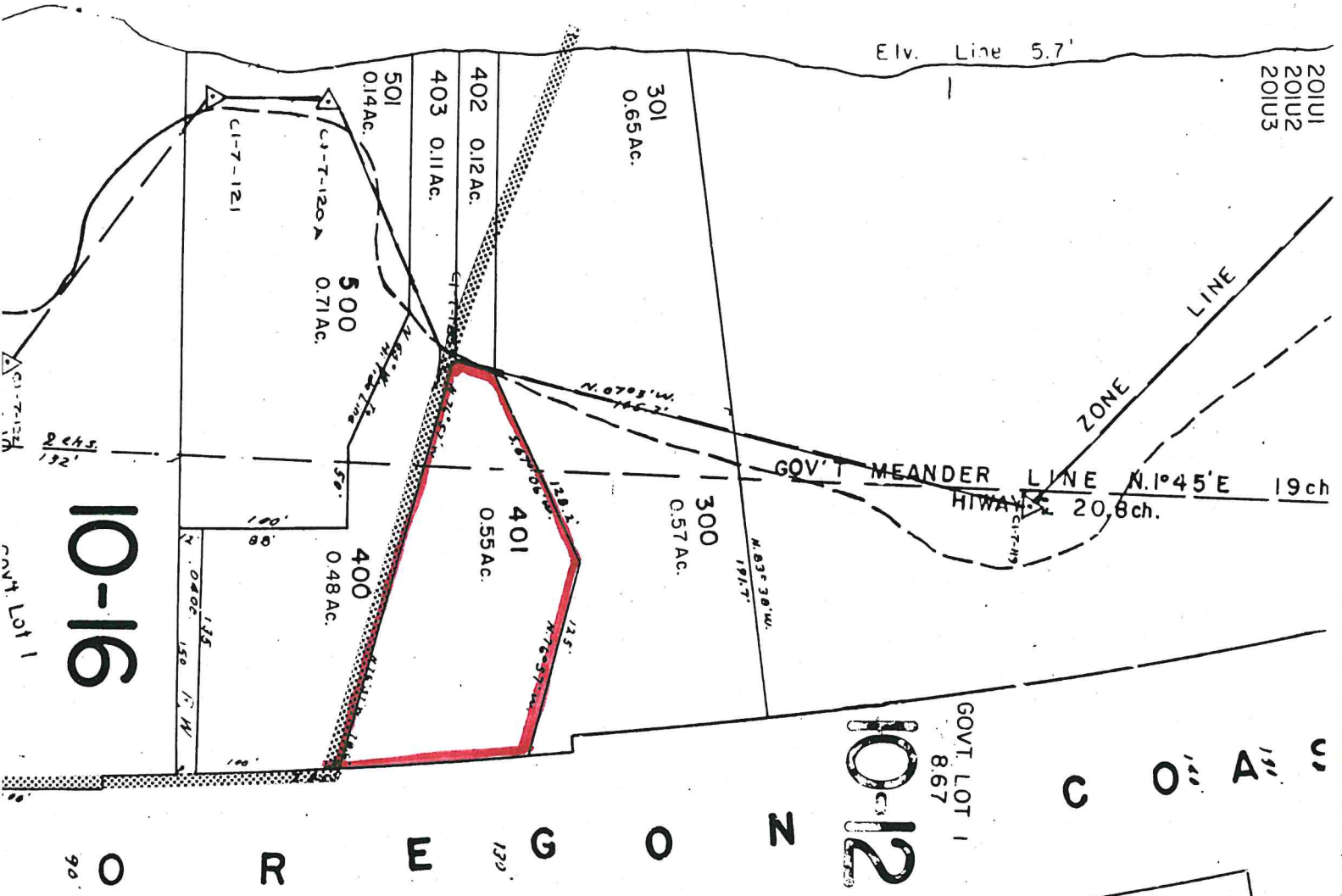
9-70 F.V. Insp of property of Mr Wiebenson & Mr Church neighbor as request by The County Board of Commissioners. These men do not want to be in the county service dist now. Mr Wiebenson never called back regarding his sewer. Mr Church I understand built about 7 years ago with out any permit. This property is very rough ^{steep} covered with brush, logs etc. Unable to tell what is in. But the terrain makes it impossible to install an approved system.



2490
Austin Point
(grey w/blue trim)

1st Driveway on
right after m.p. 34 -
House is straight
ahead.

2490 Austin Point --
at the north end of
Arch Cape, about 1/2
mile after Hug Point
(Top of hill at north
end of Arch Cape)



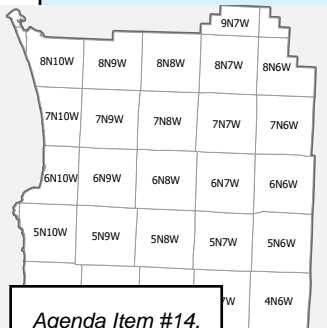
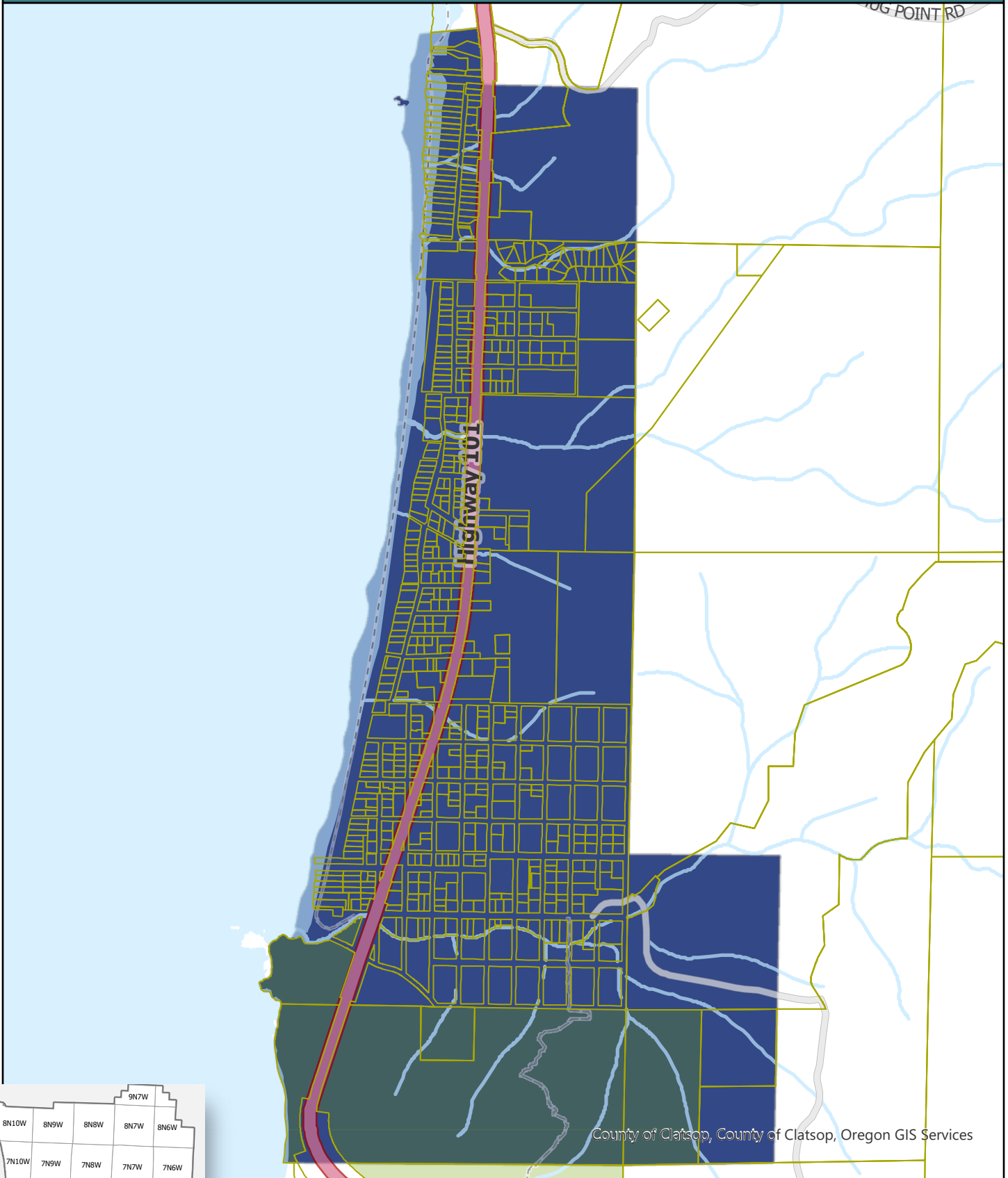
410-19BB-401

41019B

EXHIBIT 3

Maps of Arch Cape Sanitary District

Arch Cape Sanitary District



Clatsop County

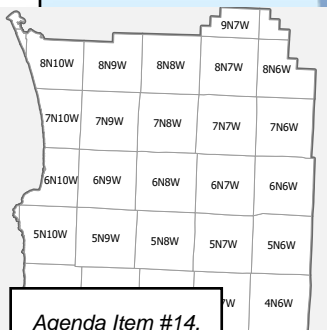
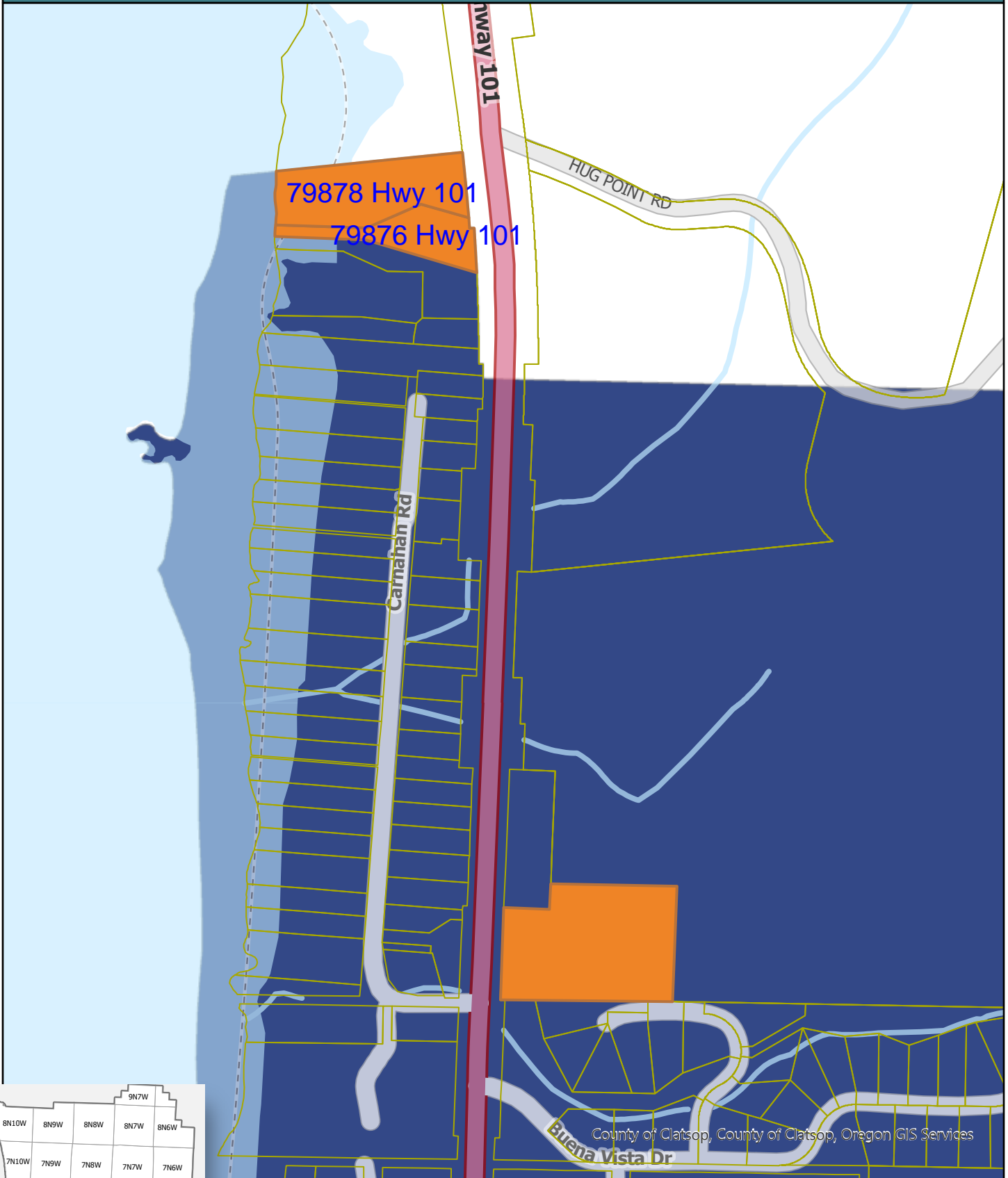
0.45

mi



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misinterpretation.

Arch Cape Sanitary District



Clatsop County

0.1

mi



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41019BB00300 and 41019BB00401



			9N7W	
8N10W	8N9W	8N8W	8N7W	8N6W
7N10W	7N9W	7N8W	7N7W	7N6W
6N10W	6N9W	6N8W	6N7W	6N6W
5N10W	5N9W	5N8W	5N7W	5N6W
			4N7W	4N6W

Agenda Item #14.



Clatsop County

0.04

mi



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EXHIBIT 4

Public and Posted Notices



Clatsop County
Community Development – Planning

800 Exchange St., Suite 100
Astoria, OR 97103
(503) 325-8611 phone
(503) 338-3606 fax
www.clatsopcounty.gov

NOTICE OF PUBLIC HEARING
ORDINANCE #23-10: COMPREHENSIVE PLAN AMENDMENT
GOAL 11 – PUBLIC FACILITIES AND SERVICES

HEARING BODY: Clatsop County Planning Commission
DATE OF HEARING: Tuesday, October 10, 2023
TIME: 10:00 a.m.
LOCATION (HYBRID): Judge Guy Boyington Building
857 Commercial Street
Astoria, OR 97103
Join via Zoom: <https://tinyurl.com/ClatsopCountyPC10102023>
Join via Telephone: (253)215-8272
Webinar ID: 839 3273 6797
Passcode: 000068
CONTACT PERSON: Ian Sisson, Senior Planner

You are receiving this notice because you own property within 250 feet of the request listed below, or you are considered to be an affected state or federal agency, local government, or special district.

In 2002, the Board of Clatsop County Commissioners approved the annexation of two parcels, located at 79876 and 79878 Hwy 101, Arch Cape, into the Arch Cape Sanitary District. The annexation was approved without taking an exception to Goal 11 as required pursuant to Oregon Administrative Rules (OAR) 660-011-0060.

The subject properties are further identified as Township 4N, Range 10W, Section 19BB, Tax Lot 300 (79878 Hwy 101) and Tax Lot 401 (79876 Hwy 101). Both parcels are oceanfront, located in the Coastal Residential Zone (CR), Geologic Hazards Overlay (GHO), and Shoreland Overlay (SO). Each parcel is developed with a single-family dwelling. According to County Assessor records, the dwelling on TL 300 was constructed in 1961 and the dwelling on TL 401 was constructed in 1959.

The dwellings were each originally served by on-site sewage disposal systems (septic). Due to the steep, active terrain along this section of coastline, the septic systems eventually posed hazards to public health, which caused previous property owners to pursue connection to the sewer system operated by the Arch Cape Sanitary District. Clatsop County Community Development has proposed an exception to Goal 11 and map/text amendments to the Clatsop County Comprehensive Plan to correct the administrative oversight from 2002 when the subject parcels were annexed into the district.

The Clatsop County Planning Commission will consider the request and make a recommendation to the Board of Clatsop County Commissioners, which will make the final decision regarding the request.

See map on reverse side of this notice.

NOTICE IS HEREBY GIVEN that Clatsop County’s Community Development Department, Land Use Planning Division has received the application described above. Pursuant to *Section 2.1030* of the Clatsop County Land and Water Development and Use Code #20-03 (LAWDUC), the Department Director has scheduled a public hearing on this matter before the Clatsop County Planning Commission at **10:00 a.m. on Tuesday, October 10, 2023**, in accordance with the requirements depicted in the county ordinance.

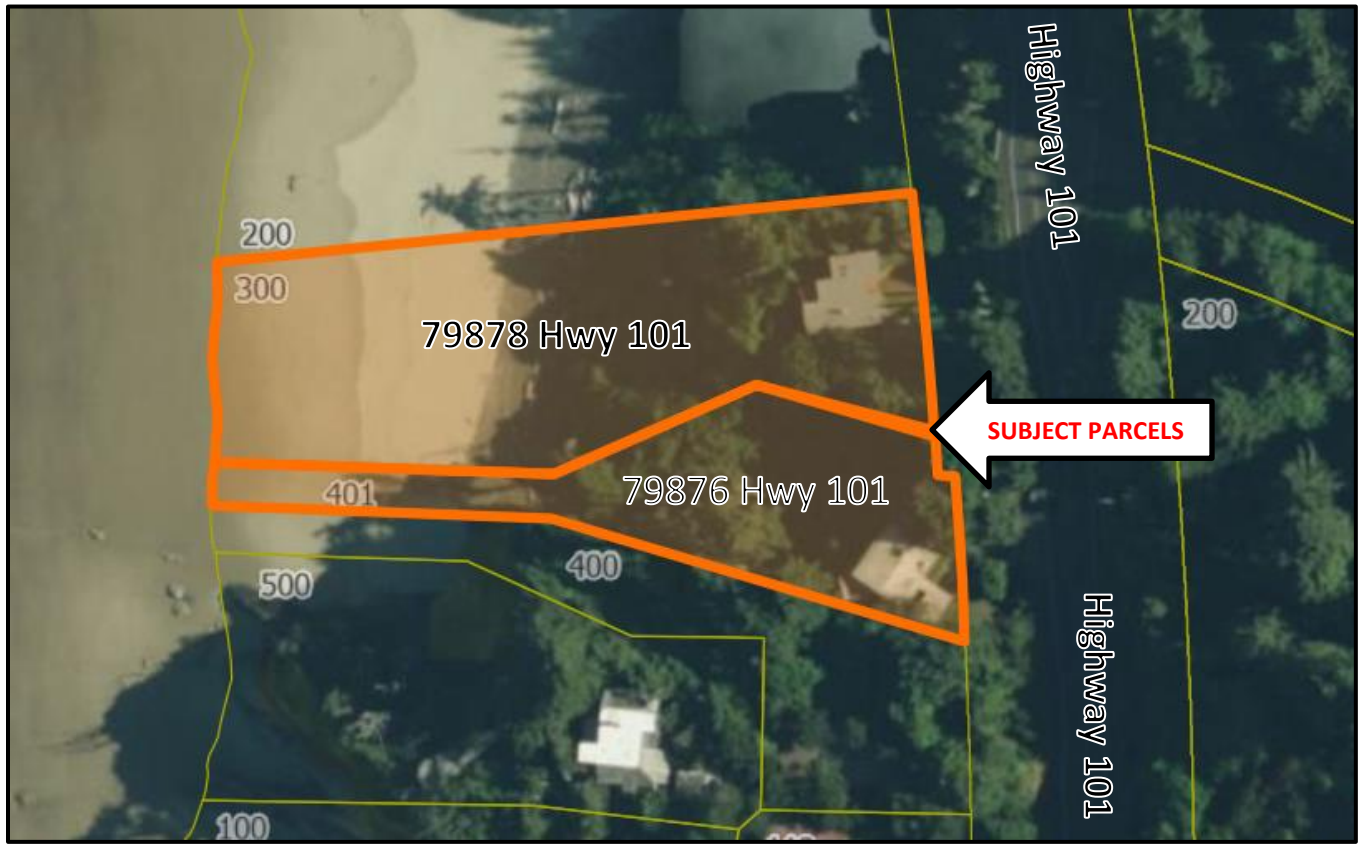
All interested persons are invited to testify in person by attending in person or via the virtual hearing, or you may testify in writing by addressing a letter to the Clatsop County Planning Commission, 800 Exchange Street, Suite 100, Astoria, OR 97103. Written comments may also be sent via FAX to 503-338-3606 or via email to comdev@clatsopcounty.gov. Written comments

must be received in this office no later than **4:00 p.m. on Monday, October 2, 2023**, in order to be included in the agenda packet. Written comments received by **4:00 p.m. on Monday, October 9, 2023**, will be presented at the hearing by staff; comments will be accepted at the hearing up to the point when the Planning Commission Chairperson closes the public comment portion of the hearing.

NOTE: Failure to raise an issue precludes appeal on that issue; and in raising an issue, you must specify the relevant Zoning Code criterion (see below) to which the issue is directed.

Planning staff representative for this matter is Ian Sisson, Senior Planner, (503) 325-8611 or isisson@clatsopcounty.gov.

VICINITY MAP



Bing Aerial Photo

The following criteria may apply to the request:

- **LAWDUC 20-03:** 2.1050 Type IV Procedure; 2.2000 Public Deliberations and Hearings
- **COMPREHENSIVE PLAN:** Goal 1 (Citizen Involvement); Goal 2 (Land Use Planning); Goal 6 (Air, Water, and Land Resources Quality); Goal 11 (Public Facilities and Services); *Southwest Coastal Community Plan*
- **OREGON ADMINISTRATIVE RULES:** OAR 660-011-0060 Sewer Service to Rural Lands

The above-referenced documents are available for review at the Clatsop County Community Development Department office, 800 Exchange Street, Suite 100, Astoria, Oregon, and on-line at the county's website, www.clatsopcounty.gov.

A copy of all documents and evidence related to this matter and applicable criteria are available for inspection at the Community Development Department Office during normal business hours (M-F, 7:30 a.m. to 4 p.m.) at no cost and will be provided at reasonable cost.



Affidavit for Posted Notice of a Public Hearing

(per LAWDUC Section 2.2030)

Please submit this completed declaration at least 7 days prior to the scheduled hearing.

Ordinance #23-10

I, Ian Sisson, Senior Planner, Clatsop County Community Development, do hereby declare as follows:

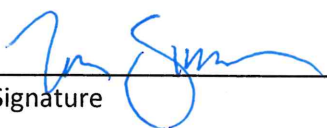
1. On September 29, 2023, I posted the "Notice of Public Hearing" sign(s) provided by Clatsop County Community Development on the project site (one for each frontage for corner lots):

79876 and 79878 Hwy 101, Arch Cape

2. Attached to this declaration are photographs showing the duly posted public notice on the project site.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this date, 10 - 3 - 2023



Signature

IAN SISSON

Print name

SENIOR PLANNER

Relationship to Project, e.g., owner, architect, attorney

