



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING VIRTUAL MEETING

Wednesday, August 12, 2020

BOARD OF COMMISSIONERS:

Kathleen Sullivan, Dist. 4 – Chair
Sarah Nebeker, Dist. 2 – Vice Chairperson
Mark Kujala, Dist. 1
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

commissioners@co.clatsop.or.us

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800 Exchange, Suite 410
Astoria, OR 97103
Phone (503) 325-1000
Fax (503) 325-8325

www.co.clatsop.or.us

JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

Clatsop County Board of Commissioners host virtual meetings on GoToMeeting

During the COVID-19 pandemic, the Board remains committed to broad community engagement and transparency of government. To provide an opportunity for public testimony while physical distancing guidelines are in effect, the Board will host virtual meetings on GoToMeeting.

To join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/793513109>

You can also dial in using your phone.

United States (Toll Free): **1 877 309 2073**

United States: **+1 (646) 749-3129**

Access Code: 793-513-109

Those wishing to provide testimony on public hearings or provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us. Once registered, you will be notified when it is your opportunity to speak for a two-minute presentation. The public may also submit comments via email to be read to the Board at the designated time. Please send submissions to commissioners@co.clatsop.or.us.

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.

Board Communication {10 min}

Discuss Formal Agenda {5 min}

TOPICS:

1. Public Health Update {5 min}
- [2.](#) Introduction of new Veteran Services Officer {10 min} {Page 3}

- [3.](#) Comprehensive Plan Update {10 min} {Page 7}
- [4.](#) Planning Commission Update {10 min} {Page 90}

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.

ROLL CALL

AGENDA APPROVAL

BUSINESS FROM THE PUBLIC - Individuals may present comments to the Board via email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting to submit for the record.

CONSENT CALENDAR

- [5.](#) Board of Commissioners Regular Meeting Minutes 6-24-20 {Page 106}
- [6.](#) Board of Commissioners Regular Meeting Minutes 7-8-20 {Page 117}
- [7.](#) Board of Commissioners Regular Meeting Minutes 7-22-20 {Page 123}
- [8.](#) Transfer of property to the Girl Scouts of Oregon and SW Wash. Inc. {Page 126}
- [9.](#) Transfer of property to the Sunset Empire Park and Recreation District {Page 132}
- [10.](#) FY 2020-21 budget and appropriations adjustments for the Public Health Dept. for unanticipated grant revenue from Columbia Pacific CCO {Page 138}
- [11.](#) Request from Warrenton School District to use Camp Kiwanilong for school purposes {Page 148}
- [12.](#) Homeland Security Grant – Communications Plan {Page 161}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [13.](#) Adopt Proposed Fee Schedule for Public Health Services and Assessment & Tax Services to be implemented August 13, 2020 {Page 184}

GOOD OF THE ORDER

ADJOURNMENT

EXECUTIVE SESSION

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

Agenda packets also available online at www.co.clatsop.or.us

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

August 12, 2020

Topic: Introduction of new Veteran Services Officer
Presented By: Monica Steele, Assistant County Manager

Informational Summary: After being awarded the contract to provide Veteran Services for FY 20-21, Clatsop Community Action recruited and hired Stephen Bobian, an experienced Veteran Services Officer from Jackson County, Oregon. His resume is attached. Viviana Matthews, CCA Executive Director, will introduce him at the work session.

Attachment List

- A. Resume' for Stephen Bobian

Stephen M. Bobian

S.bobian@hotmail.com

100 N Pacific Hwy Talent OR,9754 Phone: (541) 625-3390

MARITIME OPERATIONS

Multi-talented and highly trained maritime professional with 8 years' experience in the field, classroom, and supervisory roles within the US Coast Guard. Experienced County Veteran Services Officer, promoted rapidly to a supervisory role to Community Outreach Coordination for Jackson County Veteran Services Office.

NACVSO Nationally Accredited VSO **On Board Of Trustees for the NCOA (Non Commissioned Officers Association)**

Emergency Response Manager

ODVA State CVSO Accredited **Sexual Assault Advocate Instructor**

First Aid/CPR Certified. STCW Basic Safety Boating safety instructor.

Notary Public **VBA PIV Card Holder**

Coast Guard vessel operator. 225 Ft buoy tender navigator. Safety supervisor.

ACHIEVEMENTS:

Promoted to Program Community Coordinator for **Jackson County** shortly after getting ODVA State accredited.

Successfully fulfilled the VSO I probationary requirements set forth from **Jackson County** 3 months before the 1 year agreement for the position.

Established 4 new outreach programs to further attempt to reach all **Jackson County veterans**.

Represented Jackson County during numerous events and meetings.

Maintained community relations. Keeping all forms of communication open, returned emails and phone calls promptly, and always exercising professionalism and integrity.

Establishing and maintaining new community based programs that assist veterans in other ways Jackson County VSO does not.

Assisted ODVA with planning and coordination to premier a documentary to spread awareness of LGBTQ veterans in the state of Oregon. Diligently attended all homeless task force meetings with communistic partners in an effort to end veteran homelessness.

Intimately familiar with maritime search & rescue, supervising of major structure rebuilds, electrical maintenance, and maintaining lighting systems all over Oregon and Washington. Saving the United States Coast guard **\$700,000 dollars**.

Heart saver first aid, CPR and AED. (I.D. #04463). Showing excellence in first aid/CPR while on numerous search and rescue cases. Qualified to render first aid/CPR since 2006.

Instructed boater safety courses to the Quillayute Native American tribe to ensure safe boating on the ocean and the river.

Organized Coast Guard response crew to respond to emergency situations in regards to keeping the waterways navigable for commercial vessels to import and export goods and services.

Provided coordination and assistance to major activities to ensure the capability to continue essential functions during any event or incident. Supervised security and provided law enforcement presence on the waterways for large maritime events including Sea- Fair. Worked with numerous state and other federal entities to ensure order on the waterways.

PROFESSIONAL EXPERIENCE:

Jackson County Veteran Services Community Program Coordinator 01JAN19-Present

Develop, implement, consolidate, and improve community outreach programs that support our Veterans community by maximizing available County, State, and Federal funds and programs under one hub. The position will coordinate resources to best address the needs of Veterans, including but not limited to, developing and providing training for department and outside organizations on coordination of resources; performing crisis intervention with an active emergency response contact; and providing education and benefits counseling and direct outreach to Veterans.

Jackson County Veteran Services Officer II 16APR2018-01JAN2019

Under general supervision, to interview, counsel and assist veterans and their dependents for the purpose of determining eligibility for benefits under federal or state laws or regulations; to provide technical assistance and advocacy for clients through the formal benefit claims and appeal processes; serve as a liaison between veterans and state and federal agencies and other resources.

Josephine County Veteran Services-01Nov2017-15APR2018

Under general supervision, to interview, counsel and assist veterans and their dependents for the purpose of determining eligibility for benefits under federal or state laws or regulations; to provide technical assistance and advocacy for clients through the formal benefit claims and appeal processes; serve as a liaison between veterans and state and federal agencies and other resources.

Buoy Beer Company Jun 2014-22Sep17

Food server, bartender, brewer.

COAST GUARD COMMAND HICKORY, US COAST GUARD — Homer, AK June 2013-March 2014. Rank: E-5.

Train and supervise personnel in ship's maintenance duties in all activities relating to marlinespike, deck, boat seamanship, painting, upkeep of external structure, rigging, deck equipment, and boats. Inform commanding officer of changes in the tactical situation, operation schedule, the approach of heavy weather, and other circumstances that require a change in the ships routine or other action. Issue orders to avoid danger, take or keep an assigned station, and change course and speed of ship. Manage and control the use of the general, chemical, collision, sonar, and steering casualty announcement systems, and the whistle according to the orders of the commanding officer. Supervise transmissions and acknowledgments on primary and secondary tactical radio circuits. **Enforced safety policies and regulations, and report offenders to the commanding officer as needed.**

AIDS TO NAVIGATION TEAM, US COAST GUARD— Astoria, OR February 2009 – May 2013. Rank E-4

Aids to navigation vessel operator and navigator. Oversaw various responsibilities, including deck maintenance, small boat operations, and training. Studied the Columbia River in depth, learning the waterways, hazards, and local weather patterns.

Performed a variety of electrical duties, including troubleshooting commercially powered aids, using navigation software, and building and programming a wide array of lighting equipment and gear. **Successfully navigated the boat in all weather and conditions, overseeing the safety of the crew. Supervised daily crew member activities and operations, providing on-the-job training as necessary.** Operated hoists and cranes to load cargo, and utilized navigation and communications equipment. Stood watch for security, reporting suspicious and hazardous activities to the commanding officer.

QUILLAYUTE RIVER, US COAST GUARD — La Push, WA. November 2006- January 2009. Rank E-3.

Boat Crew Member. Served on the crew of a 47ft lifeboat, a 25ft response boat, a medium boat, and on boarding crew.

Aided officers in Navigation, Line Handling, Lookout, and other duties as directed by the Coxswain. Participated in Maritime Law Enforcement boarding's, as well as the enforcement of Federal Laws. **Communications watch stander, in charge of hundreds of maritime distress emergencies, dispatching Coast Guard assets, saving hundreds of life's in the process.**

EDUCATION:

Portland State University-01JAN18-Present

(Currently working on a Bachelors in Human Resource MGMT with an undertone of pre law.)

Clatsop Community College, MERTS (Marine and Environmental Research Training Station) A.A.S (Vessel Operation).

American Military University-Completed Course Work towards Web Publishing.

Boatswains Mate "A" school- Educated in Vessel Operations, navigation, search and rescue, survival systems and survival techniques.

Training and Certifications

OSHA Forklift Operator
Sexual Assault Victims Advocate
Structure Climber
Chainsaw Operator qualification
Federal Boarding Team Member
Minor Lighting systems Technician.
Search And Rescue Fundamentals
Aids to Navigation Positioning
47' Motor Lifeboat crew member
ICS-100,200,700,800
Phishing Awareness Training.
Team Coordination Training
Deck Watch Officer international/inland
Tank Ship Dangerous Liquids. (Tankerman)
24-Hour HAZWOPER Course.
Able Seaman (AB).
Rules Of The Road
Basic Safety Training (STCW)
Marine Weather Tides & Currents
Radar Observer (Unlimited)
Auto Aids Lighthouse Technician course(12 Days/Commercial Power)
Vessel Operator
Introduction
Course (12 Days)
Applied Rigging Technology Certification
Tower climber certification. (U.S Coast Guard)
Pending TWIC card/Marine Credentials

Honors/Awards:

Coast Guard Achievement Medal
2-Good Conduct Medals
Meritorious Team Commendation Ribbon
(1 Gold Star)
Unit Commendation Ribbon
Sea Service Ribbon
Pistol Marksman Ribbon
Rifle Marksman Ribbon
National Defense Medal

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

August 12, 2020

Topic: Comprehensive Plan Update
Presented By: Gail Henrikson, Community Development Director

**Informational
Summary:**

The update of the County's Comprehensive Plan began in February 2019, with an announcement requesting applicants for the six citizen advisory committees. The advisory committee met continuously from June through December 2019.

A three-month hiatus was scheduled during January-March, 2020 in order to allow staff time to prepare draft revisions to Goals 1-4. It was anticipated that Citizen Advisory Committee meetings would resume in April 2020. In preparation of restarting the process, staff provided an update to the Board of Commissioners on March 11, 2020 (**Exhibit A**). On March 16, 2020, the Board approved an Emergency Ordinance related to the COVID-19 pandemic and on March 18, 2020, the majority of the land use planning staff transitioned to remote work. All Planning Commission and Citizen Advisory Committee meetings were canceled for April and May.

During the period of January-March 2020, staff prepared revisions to Goals 1-4 and provided copies to the Department of Land Conservation and Development for a courtesy review. Comments have been received from DLCD on Goals 1, 3 and 4. No comments have been returned to staff on Goal 2 as of the date this memo was prepared. Copies of the draft revisions and DLCD comments are attached as **Exhibit B**.

Following the pandemic lockdown, staff continued to work on packaging together background information on Goal 5 for the Citizen Advisory Committee members. When this information was forwarded to the members in late April 2020, the response clearly indicated that many of the members were understandably feeling overwhelmed by world events and not yet prepared to return to the intensive process of the comprehensive plan update. Additionally, County staff were still in the process of acquiring and working with the GoTo Meeting platform.

In May 2020, staff again reached out to the Citizen Advisory Committee members to see if they would be ready to have a brief check-in meeting in June via GoTo Meeting. The purpose of the check-in meeting was to see how everyone was; how the technology worked for everyone; to establish regular meeting dates and times; and to determine if members were ready to pick up the process in July. The majority response in May was that members were ready to try to reinstate the process.

The six Citizen Advisory Committees held their check-in meetings during June and reviewed the revised Comprehensive Plan Update Schedule (**Exhibit C**). The revised schedule extends the conclusion of the process to December 2022. While staff has made adjustments to the process, such as reducing the amount of paper background materials provided to committee members and encouraging members to focus on whether existing policies need to be retained, removed or revised and identifying new policies that need to be added, there continues to be significant in-depth discussion and public input, which may further extend the process. Another variable in the timeline is the on-going pandemic and other unforeseen local, state and national events. The Board should be advised that the schedule is meant to be flexible in order to accommodate public input and participation in this process.

Committees began their discussions of Goal 5 in July. Review of Goal 5, which encompasses Open Spaces, Scenic and Historic Areas, and Natural Resources, is scheduled for a minimum of three months. This is an extensive goal that covers a vast variety of topics. A DLCD-led Zoom workshop (**Exhibit D**) on wetlands and riparian areas is planned for Thursday, August 5, at 3:00 p.m. Follow-up workshops on wildlife habitat and watersheds are also being planned.

Over the intervening five months, between January and May 2020, there have been several resignations from the various committees:

Clatsop Plains: Jeri Myers

Elsie-Jewell / Seaside Rural: Brian Lippy, Virginia Edwards, Ron Weber

Lewis & Clark Olney Wallooskee: James Coughlin

Additionally, there are a few members who have at least two unexcused absences, which creates difficulty for committee members trying to establish meetings dates and times or to hold discussions on goal revisions. The committee most affected by unexcused absences is the Elsie-Jewell / Seaside Rural CAC. The Camp Rilea representative, who

was appointed by the Board in March 2020, also has not attended any meetings or otherwise been in contact with staff.

Attendance rosters for all the committees are attached as **Exhibit E**.

Attachment List

- A. March 2020 Board of Commissioners Presentation
- B. Draft revisions to Goals 1-4
- C. Revised Schedule
- D. DLCD Workshop Notice
- E. Attendance Rosters

EXHIBIT A

*March 2020 Board of Commissioners
Presentation*

Clatsop 2040



Get in on the Plan!

Clatsop County Board of Commissioners
Work Session
March 11, 2020

Clatsop 2040

BASED ON CITIZEN INVOLVEMENT

- 6 Citizen Advisory Committees
- 32 Citizen Advisory Committee members
- 30 Citizen Advisory Committee meetings
- 562 volunteer hours
- 89 unique meeting and open house attendees



Agenda Item #3.

Get in on the Plan!



Page 12

Data as of February 25, 2020

Clatsop 2040

PUBLIC OPEN HOUSES AND ADVERTISING

- 5 public open houses
- Radio ads and event announcements on KMUN
- Posters in local businesses
- Display ads in local papers
- Legal notices
- Direct mailing to Elsie-Jewell residents
- Facebook
- County website



Get in on the Plan!



Agenda Item #3.



Clatsop 2040

EDUCATION AND INFORMATION

- 6 Subject Matter Workshops
 - DLCD – Land Use Planning (Goal 2)
 - DLCD – Farm / Forest Lands (Goals 3 & 4)
 - ODF – Forest Practices Act (Goal 4)
 - DLCD – Climate Change
 - ODFW – Wildlife Habitat (Goal 5)
 - SHPO – Historic Resource Preservation (Goal 5)

MAR 13

- Forest Lands Conversation (Goal 4)
- Greenwood Resources Forestry Tour
- 175 attendees at all workshops



Get in on the Plan!



Agenda Item #3.



Clatsop 2040

COMMUNITY OUTREACH

- 124 stakeholder letters sent to organizations, businesses and industries throughout County
- Informational booths:
 - Place Matters conference (June 2019)
 - Arts Summit (Nov. 2019)



Get in on the Plan!



Clatsop 2040



COMMUNITY OUTREACH

- Presentations from:
 - Lower Columbia Hispanic Council
 - Clatsop Community Action
 - Lower Columbia Preservation Society
 - Clatsop County Historical Society

- Presentations to:
 - 2019 Coastal Planners Meeting
 - Warrenton Planning Commission
 - Clatsop County Arts Council



Agenda Item #3.

Get in on the Plan!



Clatsop 2040

TIMELINE

FY 19/20

FY 20/21

FY 21/22



Get in on the Plan!



Clatsop 2040

FY 20/21 PUBLIC OPEN HOUSES

- Public input on draft rewrites of Goals 1-4
- Advertising:
 - Facebook
 - County website
 - Newspaper display ad
 - Direct mailing to property owners
- **NORTHEAST: APRIL 20, 4:30PM**
- **SOUTHWEST: APRIL 25, 10AM**
- **ELSIE-JEWELL/SEASIDE RURAL: MAY 2, 10AM**
- **CLATSOP PLAINS: MAY 20, 4PM**
- **LEWIS & CLARK OLNEY WALLOOSKEE: JUNE 6, 10AM**



Get in on the Plan!



Clatsop 2040

ADJUSTMENTS TO PROCESS

CLATSOP 2040

Get Involved in Clatsop County's Comprehensive Plan update and help shape land use planning for the next 20 years! Our next round of meetings will begin in April 2020. We hope to see you there.

Northeast Planning Area
 April 2, 2020, 4pm
 Knappa Fire Station
 43114 Hillcrest Loop

Southwest Coastal Planning Area
 April 8, 2020, 10am
 Arch Cape Fire Station
 72979 Highway 1010

Clatsop Plains Planning Area
 April 9, 2020, 2pm
 Pacific Grange
 90475 Highway 101

Countywide Citizen Advisory Committee
 April 16, 4pm
 Boyington Building
 857 Commercial Street

Elsie Jewell / Seaside Rural Planning Areas
 April 21, 10am
 Jewell School
 83874 Highway 103

Lewis & Clark Olney Wallooskee Planning Area
 April 23, 2020, 5:30pm
 Clatsop County Fairgrounds
 92937 Walluski Loop

Clatsop County Community Development
 800 Exchange Street, Suite 100
 Astoria, OR 97103
 503.325.8611
 503.338.3606 (fax)
 @ClatsopCD
[clatsop.or.us/landuse/page/comprehensive-plan-update](https://www.clatsop.or.us/landuse/page/comprehensive-plan-update)

CLATSOP 2040

CLATSOP PLAINS PLANNING AREA PUBLIC OPEN HOUSE
 SATURDAY, JULY 20TH
 10AM - 12PM
 PACIFIC GRANGE
 90475 HIGHWAY 101
 FMI: WWW.CLATSOP.OR.US / 503.325.8611

Join DCD Staff for a discussion of GOALS 3 & 4
 Public welcome
 RSVP by August 30 to
comdev@co.clatsop.or.us
 or 503.325.8611

Get in on the Plan!

- Reduce amount of background materials provided to committee members
 - Instead, summarize and include in background report for each goal
- Request appointment of Chinook Indian Nation representative to Clatsop Plains CAC
- Request appointment of Camp Rilea representative to Clatsop Plains CAC
- Quarterly direct mailings to each planning area with upcoming meeting dates



Agenda Item #3.

Get in on the Plan!





Clatsop 2040

QUESTIONS AND
DISCUSSION

Get in on the Plan!

Clatsop County Board of Commissioners
Work Session
March 11, 2020

EXHIBIT B

Draft Revisions to Goals 1-4

GOAL 1: CITIZEN INVOLVEMENT

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

INTRODUCTION

Citizen participation is desirable in many areas of governmental activity. In the planning process, where governmental policies are being established, citizen participation is not only desirable, but essential. Statewide Planning Goal 1 requires the opportunity for citizens to be involved in the planning process.

Clatsop County is fortunate to have a community that is interested and involved in decision-making for their county. The objective of the Citizen Involvement goal of the Comprehensive Plan is to encourage and provide opportunities for community members to participate in all phases of the planning process, to keep the public informed, and to open lines of communications for the sharing of questions, problems, and suggestions regarding the Comprehensive Plan and land use regulations.

EXISTING CONDITIONS

Following adoption and acknowledgement of the original Comprehensive Plan in 1980, the majority of the citizen advisory committees were disbanded with the exception of Southwest Coastal. This committee continued to operate, albeit with a changing understanding of its role, until 2017, when it was also dissolved by the Board of Commissioners. With the dissolution of the citizen advisory committees, the Planning Commission became the Committee for Citizen Involvement.

Clatsop County continues to employ many conventional modes of outreach as part of its public involvement plan. These methods include:

- Legal notices published in the local paper
- Public notices mailed to property owners within a prescribed distance from a subject property
- Submission of events to local radio station event calendars
- Notices, agendas and minutes posted on the official County website
- Use of social media to promote upcoming events and meetings

FUTURE CONDITIONS

Planning for Future Citizen Involvement

Larger trends relating to citizen involvement, coupled with Clatsop County’s strong community culture and willingness of its community members to engage in planning for the future, create a variety of assets which can be drawn from when thinking about how to approach citizen involvement in the future.

The Changing Idea of Engagement

Traditional community engagement  in the past has included events such as town hall meetings or public hearings. These are events where a community member  most likely comes to Astoria and has  time to commit to community engagement. As technology changes and community members have more demands placed on their time, it is important that the County explore and utilize alternative methods of interacting with stakeholders. Examples might include the use of online questionnaires or social mediation. The County could also use translation services to make it easier for non-English speakers to participate. Community groups and organizations might be utilized to spread the word about upcoming events and information about the comprehensive plan update, while also reaching populations that might not ordinarily be engaged in County events.

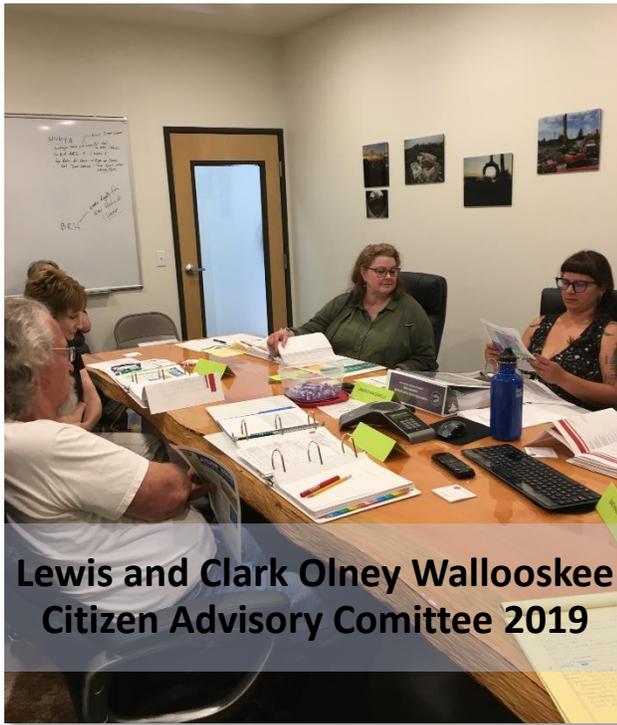
Lack of Diversity

According to the 2010 US Census, the County’s population identifies as follows:

- White: 90.9%
- Hispanic or Latino: 7.7%
- Black or African American: 0.5%
- Asian: 1.2%
- American Indian or Alaskan Native: 1%

Planning for the future should also include ways to increase and engage more diverse communities.

Diversity can also be viewed in terms of appointed representation on various county advisory committees, including the Planning Commission, which serves as the County’s Committee for Citizen Involvement. While the County has six planning areas (see map ) (see map at ), not all planning areas are represented. Specifically, the Planning Commission has no representatives from either the Seaside Rural or Elsie-Jewell planning areas. It is important that representatives from all areas of the County are equally present in planning activities.

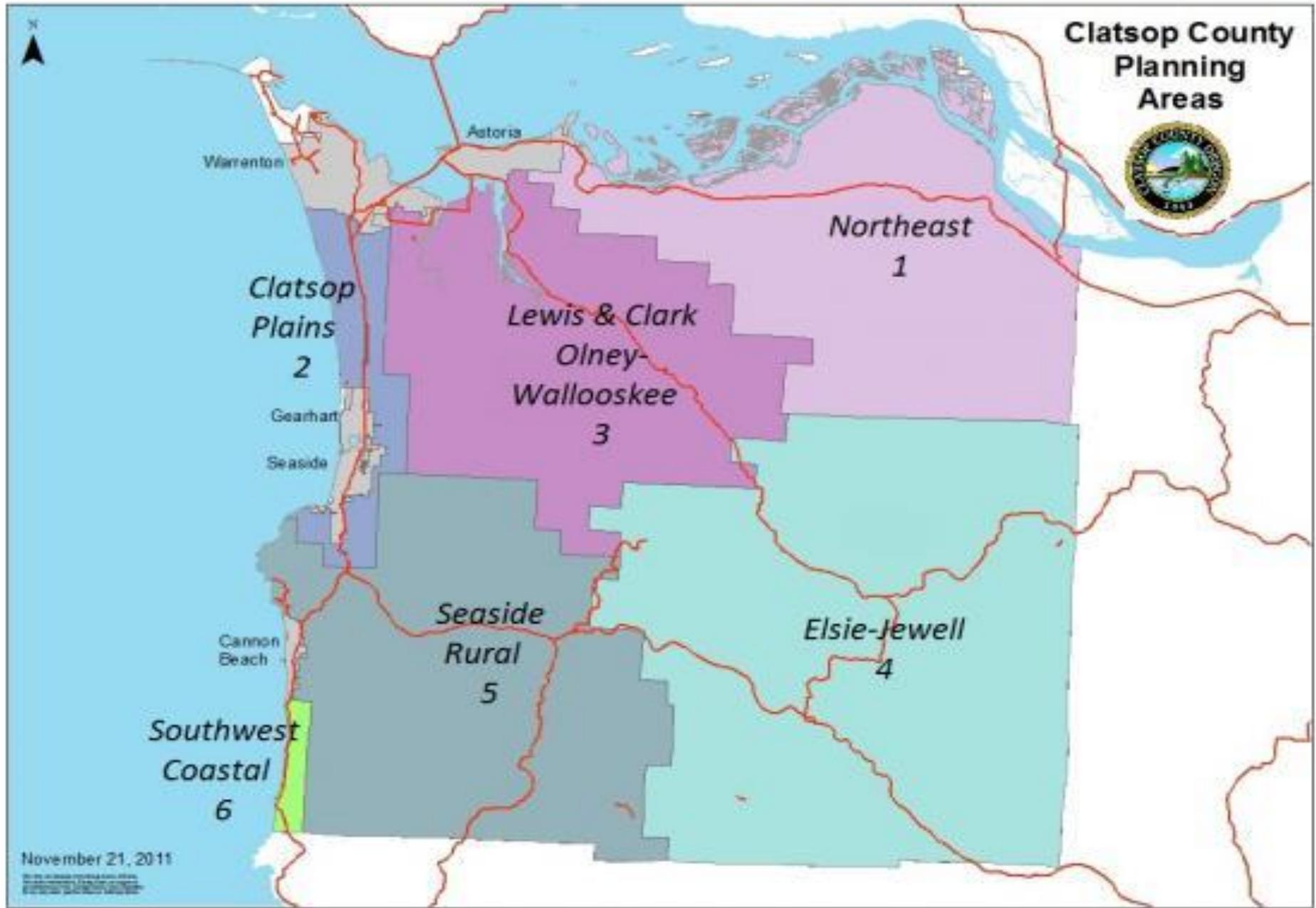


**Lewis and Clark Olney Wallooskee
Citizen Advisory Committee 2019**



Digital Technology

As discussed above, the current Comprehensive Plan was initially adopted in 1980. Although revisions have been made to various Goals and community plans over the ensuing decades, this will be the first comprehensive review of the plan in almost 40 years. Technology, particularly digital technology, has dramatically changed since that time. Widespread use of the internet and smartphones has changed how people communicate and conduct business. Technology can be used to enhance community engagement; however, it is vital to remember that there is still a divide between citizens that have access to digital technology and those that don't. While the County maintains a website and provides access to documents and information online, it is important that the County also ensure that information is also compatible with smartphone technology. During this update of the Comprehensive Plan, residents, stakeholders, staff and appointed and elected officials will have the opportunity and the responsibility to reflect on these technological changes, to consider how technology may change in the future, and to incorporate recommendations and strategies into the updated plan that will ensure access is available to all who choose to participate, regardless of the manner of the participation.



OBJECTIVES AND POLICIES

OBJECTIVE 1: Improve the availability of planning information to all of the residents in the County.

- Policy A:** Hold at least one citizen advisory group meeting per year in each planning area. Other meetings shall be held as needed to inform the group of proposed changes in the Comprehensive Plan or other land use actions.
- Policy B:** The chair of each planning area citizen advisory committee shall be advised on all agency meetings or hearings on actions affecting land use.
- Policy C:** Make all pertinent land use information from all agencies available to the citizen advisory committee chairs.
- Policy D:** The Clatsop County Community Development Department shall prepare an annual newsletter summarizing land use actions that have occurred during the course of the calendar year within each planning area.
- Policy E:** The Clatsop County Planning Division shall continue post information regarding pending conditional use permits on its website.
- Policy F:** Create a voluntary email notification system for land use-related hearings, meeting and events.

OBJECTIVE 2: The County's Public Involvement Plan shall encourage the participation of citizens representing a broad cross-section of the County's population.

- Policy A:** A diversified geographic, demographic and cross-section of citizens will be encouraged to participate in citizen advisory committees.
- Policy B:** The Clatsop County Planning Division shall provide clear and concise notice of the opportunities for citizen involvement.
- Policy C:** Encourage open attendance and participation by all people at citizen advisory committee meetings.
- Policy D:** Provide citizen advisory committees and the Planning Commission an opportunity to review and update the Public Involvement Plan on an annual basis.

OBJECTIVE 3: Encourage involvement of citizens and property owners in the land use planning process.

- Policy A:** Notices of all citizen advisory committee meetings shall be provided at least ten (10) days prior to the meetings.
- Policy B:** Notices of all citizen advisory committee meetings shall be:
- i. posted in the Clatsop County Planning Office;
 - ii. posted on the Clatsop County website;
 - iii. posted on the Community Development Facebook page;
 - iv. mailed to all property owners within each planning area;
 - v. submitted to local radio station(s) events calendars; and

OBJECTIVES AND POLICIES

vi. published in a local newspaper

Policy C:  increase mailed public notice distances to a minimum of 1,000 for properties designated as “Development” and increase to three (3) miles for all other designations.

GOAL 1: CITIZEN INVOLVEMENT

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

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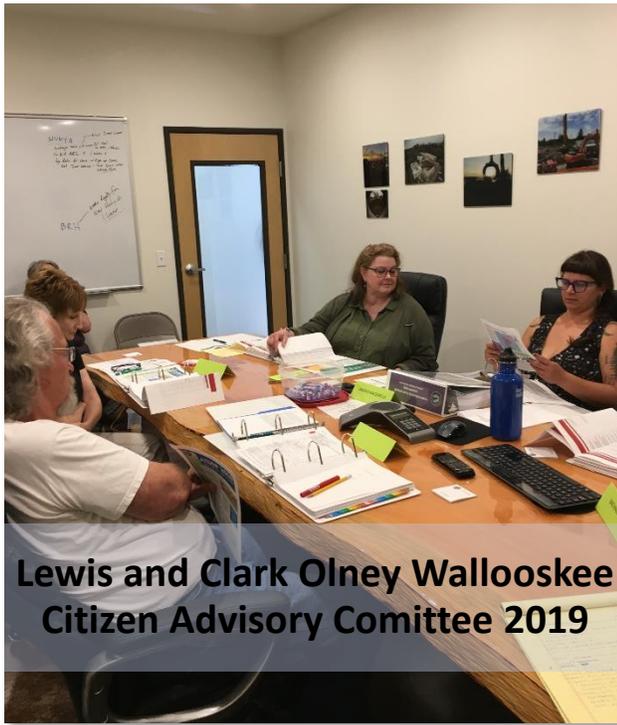
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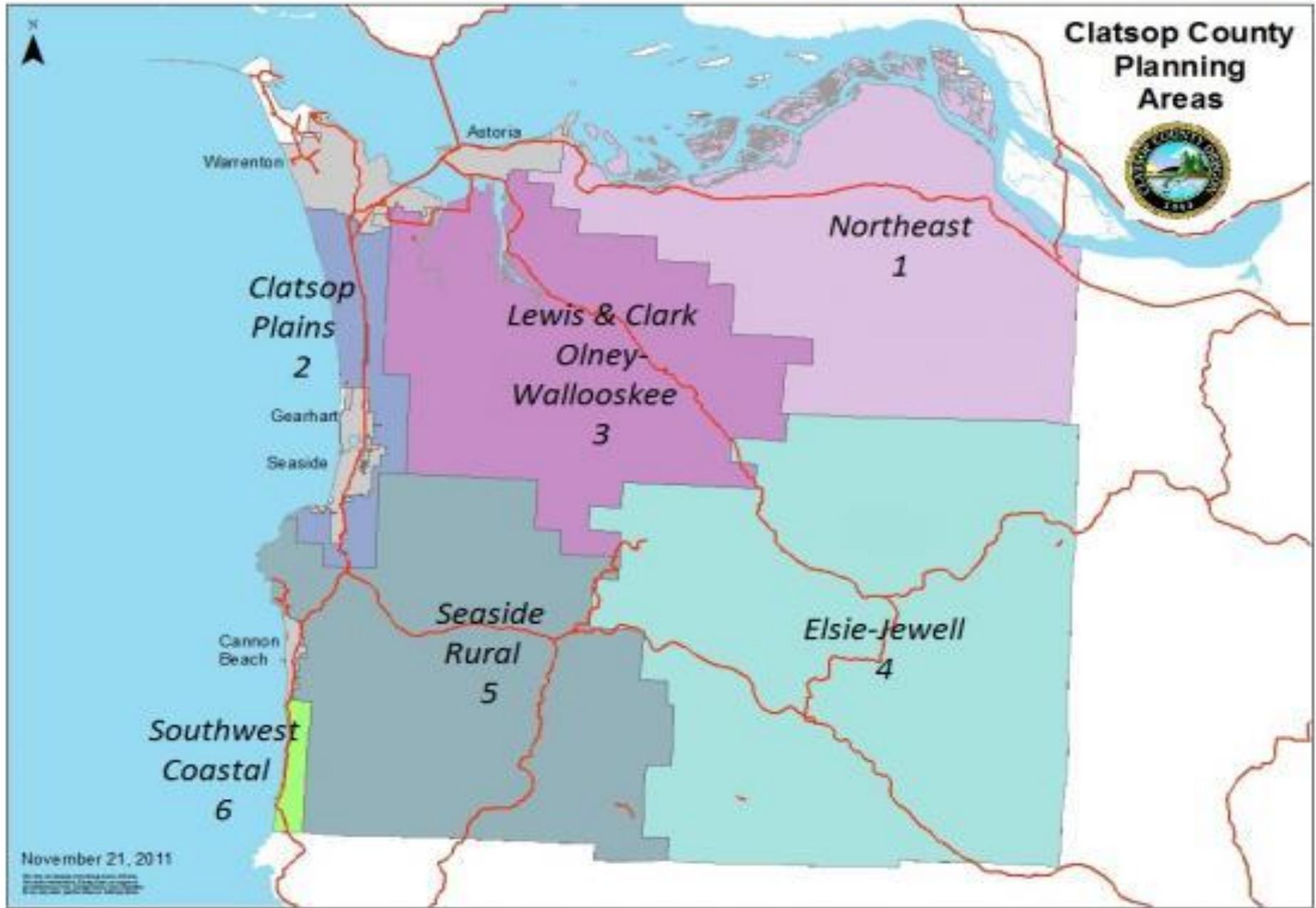


**Lewis and Clark Olney Wallooskee
Citizen Advisory Committee 2019**



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GOAL 1: CITIZEN INVOLVEMENT

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

INTRODUCTION

Citizen participation is desirable in many areas of governmental activity. In the planning process, where governmental policies are being established, citizen participation is not only desirable, but essential. Statewide Planning Goal 1 requires the opportunity for citizens to be involved in the planning process.

Clatsop County is fortunate to have a community that is interested and involved in decision-making for their county. The objective of the Citizen Involvement goal of the Comprehensive Plan is to encourage and provide opportunities for community members to participate in all phases of the planning process, to keep the public informed, and to open lines of communications for the sharing of questions, problems, and suggestions regarding the Comprehensive Plan and land use regulations.

EXISTING CONDITIONS

Following adoption and acknowledgement of the original Comprehensive Plan in 1980, the majority of the citizen advisory committees were disbanded with the exception of Southwest Coastal. This committee continued to operate, albeit with a changing understanding of its role, until 2017, when it was also dissolved by the Board of Commissioners. With the dissolution of the citizen advisory committees, the Planning Commission became the Committee for Citizen Involvement.

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FUTURE CONDITIONS

Planning for Future Citizen Involvement

Larger trends relating to citizen involvement, coupled with Clatsop County's strong community culture and willingness of its community members to engage in planning for the future, create a variety of assets which can be drawn from when thinking about how to approach citizen involvement in the future.

The Changing Idea of Engagement

Traditional community engagement  in the past has included events such as town hall meetings or public hearings. These are events where a community member  most likely comes  to Astoria and has  time to commit to community engagement. As technology changes and community members have more demands placed on their time, it is important that the County explore and utilize alternative  methods of interacting with stakeholders. Examples might include the use of online questionnaires or social media. The County could also use translation services to make it easier for non-English speakers to participate. Community groups and organizations might be utilized to spread the word about upcoming events and information about the comprehensive plan update, while also reaching populations that might not ordinarily be engaged in County events.

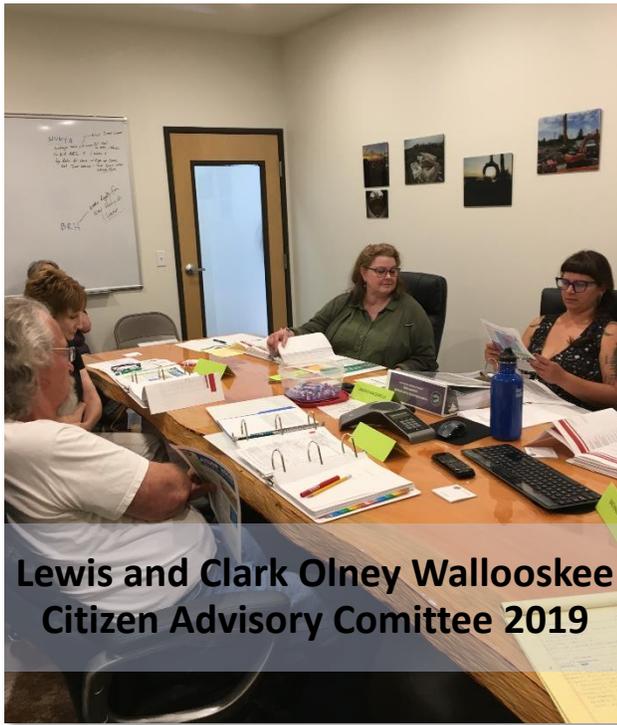
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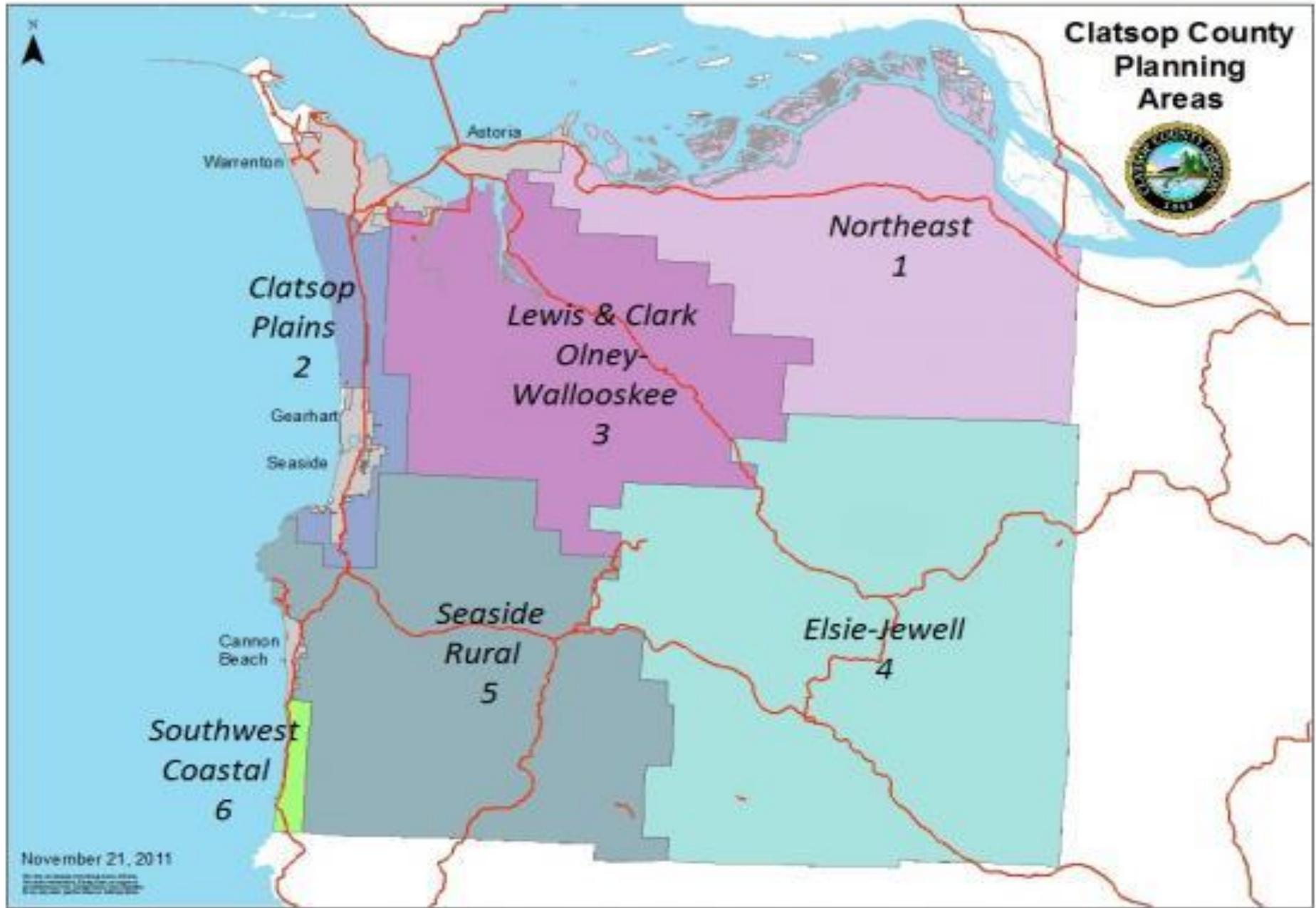


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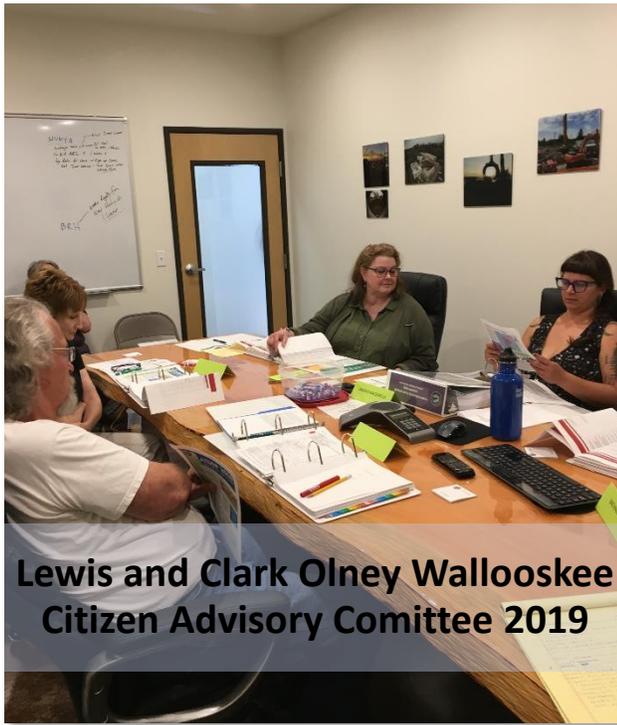
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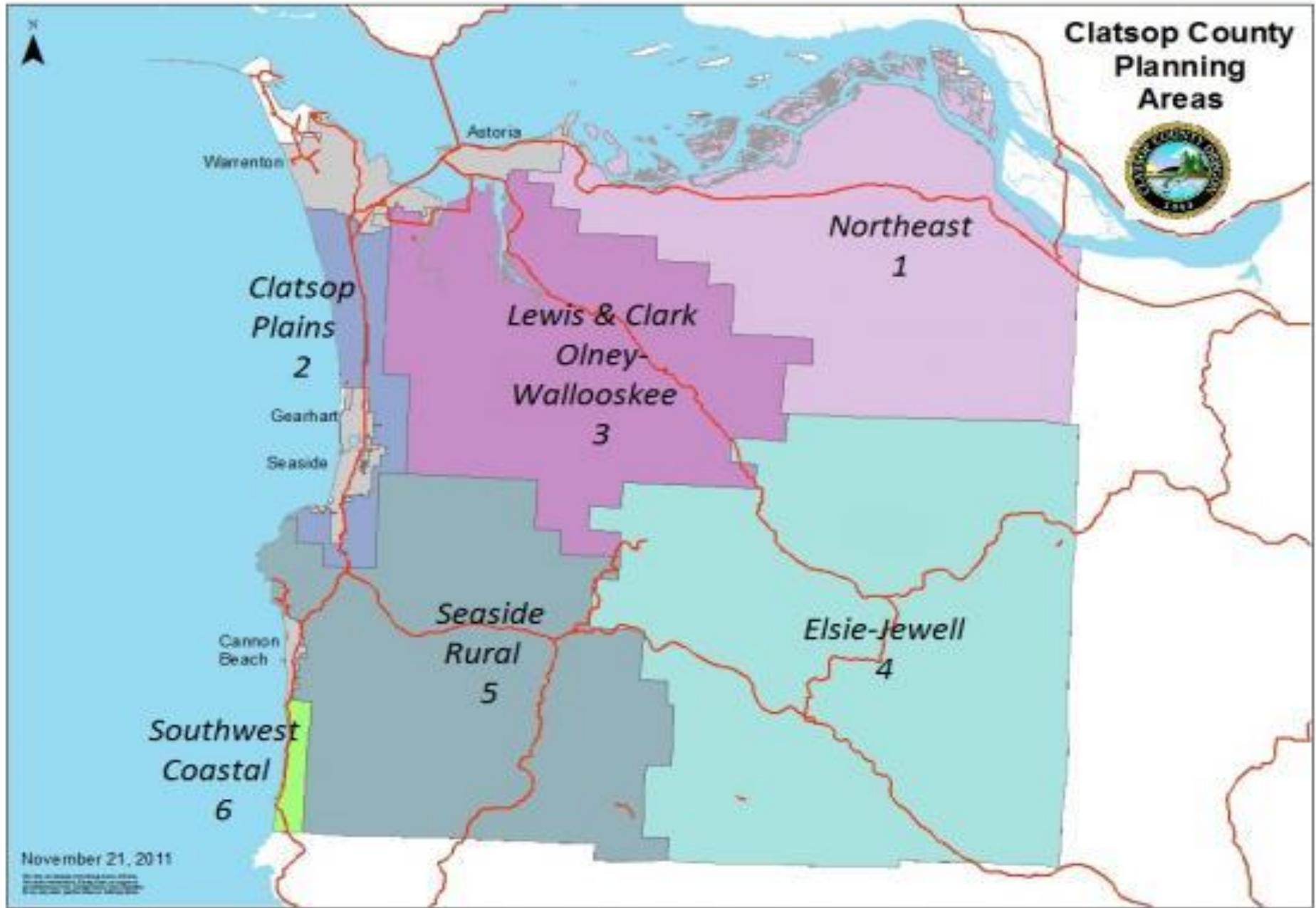


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GOAL 2: LAND USE PLANING

To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land use to assure an adequate factual base for such decisions and actions.

INTRODUCTION

Clatsop County's Comprehensive Plan was originally acknowledged in 1980. Over the years, the acknowledged plan has been revised, albeit in an often piecemeal fashion. From 1981 through 2007, Oregon law required all cities and counties to conduct a periodic review of their comprehensive plans. In 2007 the legislature revised the requirements of periodic review to include only those cities with a population of 10,000 or greater. The County's last periodic review was in 2003. However, the 2003 review did not revisit all 18 goals, choosing instead to focus on amendments to those goals that would allow creation of the rural communities of Knappa, Svensen, Miles Crossing, Jeffers Gardens, Westport and Arch Cape.

EXISTING CONDITIONS

LAND USE DESIGNATIONS

The County's land and water have been placed in one of six land use designations. These designations were created to identify areas of where development should be directed and encouraged; to protect environmentally-sensitive or economically-significant resource areas; and to limit impacts and damage to persons and infrastructure in geologic hazard and floodplain areas. These land use designations are:

1. Development

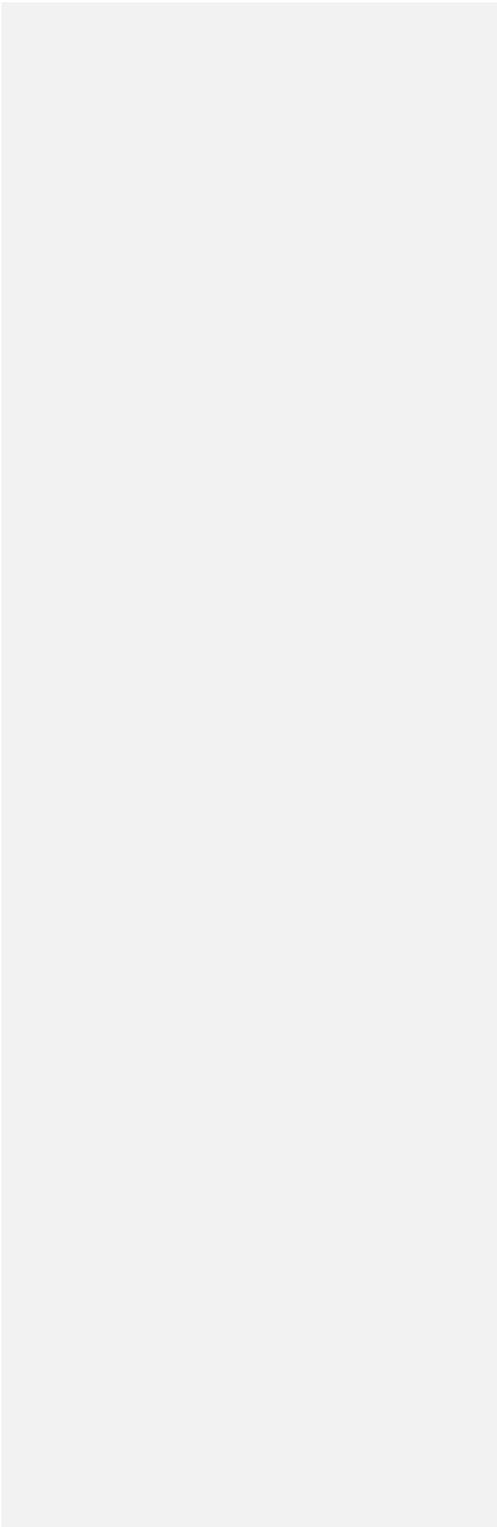
Development areas are those with a combination of physical, biological, and social/economic characteristics which make them necessary and suitable for residential, commercial, or industrial development and includes those which can be adequately served by existing or planned urban services and facilities.

In Clatsop County, there are three distinct areas that are designated as "Development" on the comprehensive plan map:

- **Cities and Associated Urban Growth Boundaries (Maps 1-5)**

The Urban Growth Boundary (UGB) of each incorporated area is subject to the land use plans and zoning documents of each associated city. Clatsop County has adopted each of the city's

land use plans for areas outside of the city limits and inside the



{ 2 }

urban growth boundary. The cities and the County have adopted Urban Growth Boundary Management Agreements, detailing responsibility for land use decisions with the UGB areas. Clatsop County has turned over all administration and enforcement within Cannon Beach and Astoria to each respective city. The County continues to administer and perform enforcement for areas outside the city limits, but inside the urban growth boundaries, of Gearhart, Seaside and Warrenton.

Commented [GH1]: This needs to be verified.

- **Rural Service Areas (Maps 6-9)**

Rural service areas are similar to cities as they provide water and sewer service, but do not have the population, geographic area or government structure of cities. The County has designated four Rural Service areas:

- Cullaby Lake
- Glenwood Mobile Home Park
- Old Naval Hospital Site
- Fishhawk Lake

- **Rural Communities (Maps 10-14)**

OAR 660-22-010 (Unincorporated Communities) defines “Rural Community” as an unincorporated community which consists primarily of permanent residential dwellings but also has at least two other land uses that provide commercial, industrial, or public uses (including but not limited to schools, churches, grange halls, post offices) to the community, the surrounding rural area, or to persons traveling through the area. The purpose of the Unincorporated Communities Rule is to establish a statewide policy for the planning and zoning of unincorporated communities that recognizes the importance of those communities in rural Oregon.

Clatsop County has identified and established boundaries for the following rural communities:

- Miles Crossing – Jeffers Gardens
- Arch Cape
- Svensen
- Knappa
- Westport

Land use plans in these areas recognize the importance of communities in rural Clatsop County. These communities are established through a process that applies OAR 660 Division 22 requirements. Portions of land identified in the Miles Crossing – Jeffers Gardens rural community plan take an exception to Statewide Planning Goal 3 and Goal 4 for portions of land zoned EFU or AF. The exceptions documentation for a portion of Miles Crossing – Jeffers Gardens rural community boundary was adopted in 2003 and is on file with the Clatsop County Community Development Department.

Commented [GH2]: Does this need to even be mentioned?

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). In land use changes involving a change from Conservation Forest Lands or Rural Agricultural Lands to Rural Land or Development designations, an exception to either Goal 3 and/or Goal 4 must be taken.

**2. Rural Agricultural Lands
(Map 15)**

Rural Agricultural Lands are those lands that are to be preserved and maintained for farm use, consistent with existing and future needs for agricultural products, forest and open space.

**3. Conservation Forest Lands
(Map 16)**

Conservation Forest Lands are those lands that are to be retained for the production of wood fiber and other forest uses.

Commented [GH3]: Do we want to change the name of this designation? If we're applying it to working forest lands, isn't the "Conservation" a bit misleading?

CONSERVATION LANDS

Conservation areas provide important resource or ecosystem support functions, but because of their value for low-intensity recreation or because of their unsuitability for development (e.g. hazard areas), should be designated for non-consumptive uses. Non-consumptive uses are those that can utilize resources on a sustained yield basis while minimally reducing opportunities for other future uses of the area's resources.

**4. Conservation Other Resources
(Map 17)**

Conservation Other Resources areas provide important resource or ecosystem support functions such as lakes and wetlands and federal, state and local parks. Other areas designated Conservation Other Resources include lands for low intensity uses that do not disrupt the resource and recreation value of the land. Most of the Columbia River Estuary is in this designation.

**5. Natural
(Map 18)**

Natural areas are those which have not been significantly altered by humans and which, in their natural state, perform resources support functions including those functions vital to estuarine or riparian ecosystems. Publicly-owned fragile and ecologically valuable areas, especially watersheds and groundwater resource areas, are most likely to be designated as Natural. Natural areas identified by the Oregon Natural Heritage Program, as well as fish and wildlife areas and habitat identified by the Oregon Wildlife Commission, should be considered for Natural designation.

6. Rural Lands

(Map 19)

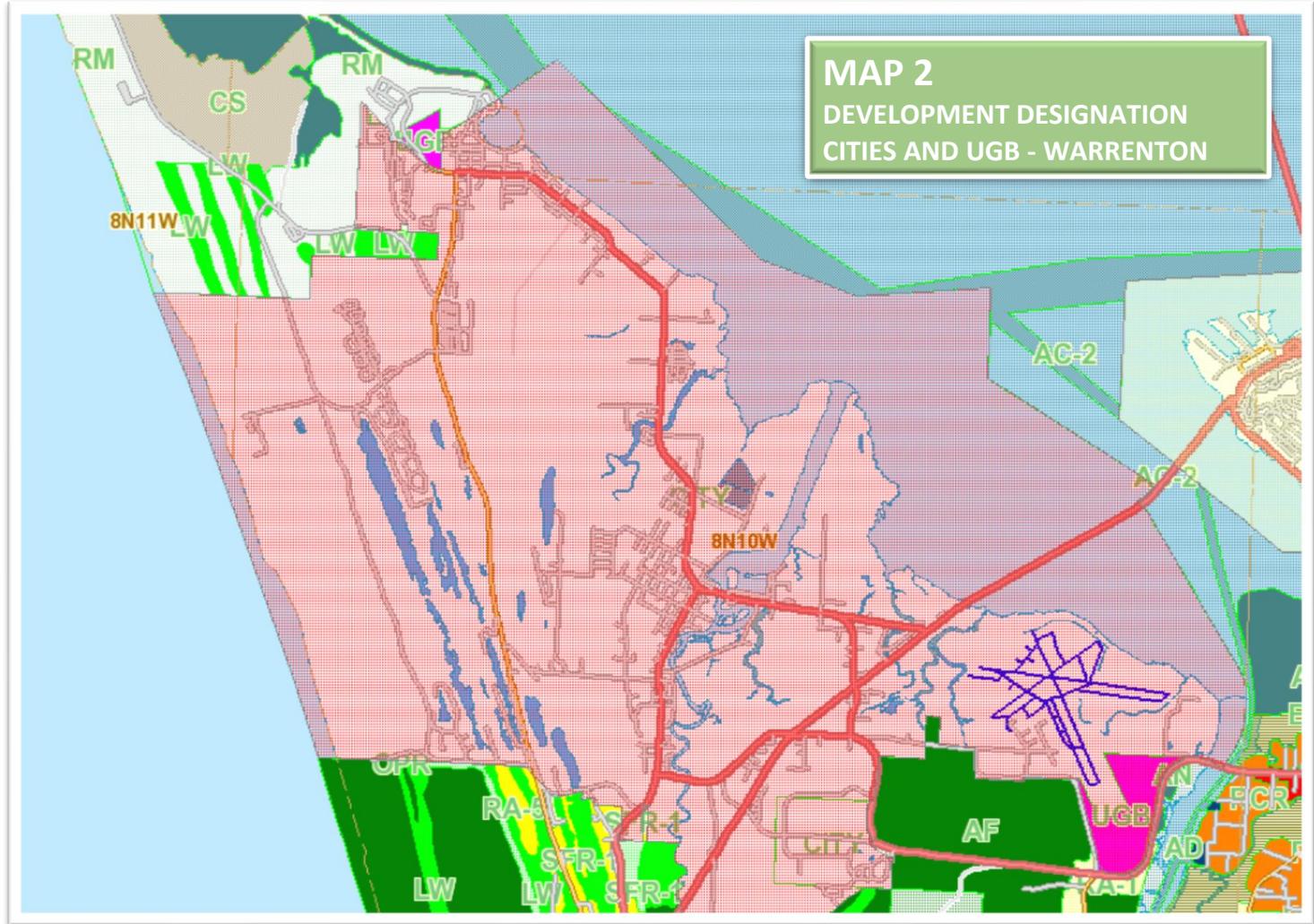
Rural Lands are those that are outside the urban growth boundary, outside of rural community boundaries, and are not agricultural or forest resource lands. Rural lands include areas suitable for sparse settlement, small farms or acreage homesites with no or hardly any public services, and which are not suitable, necessary or intended for urban use.

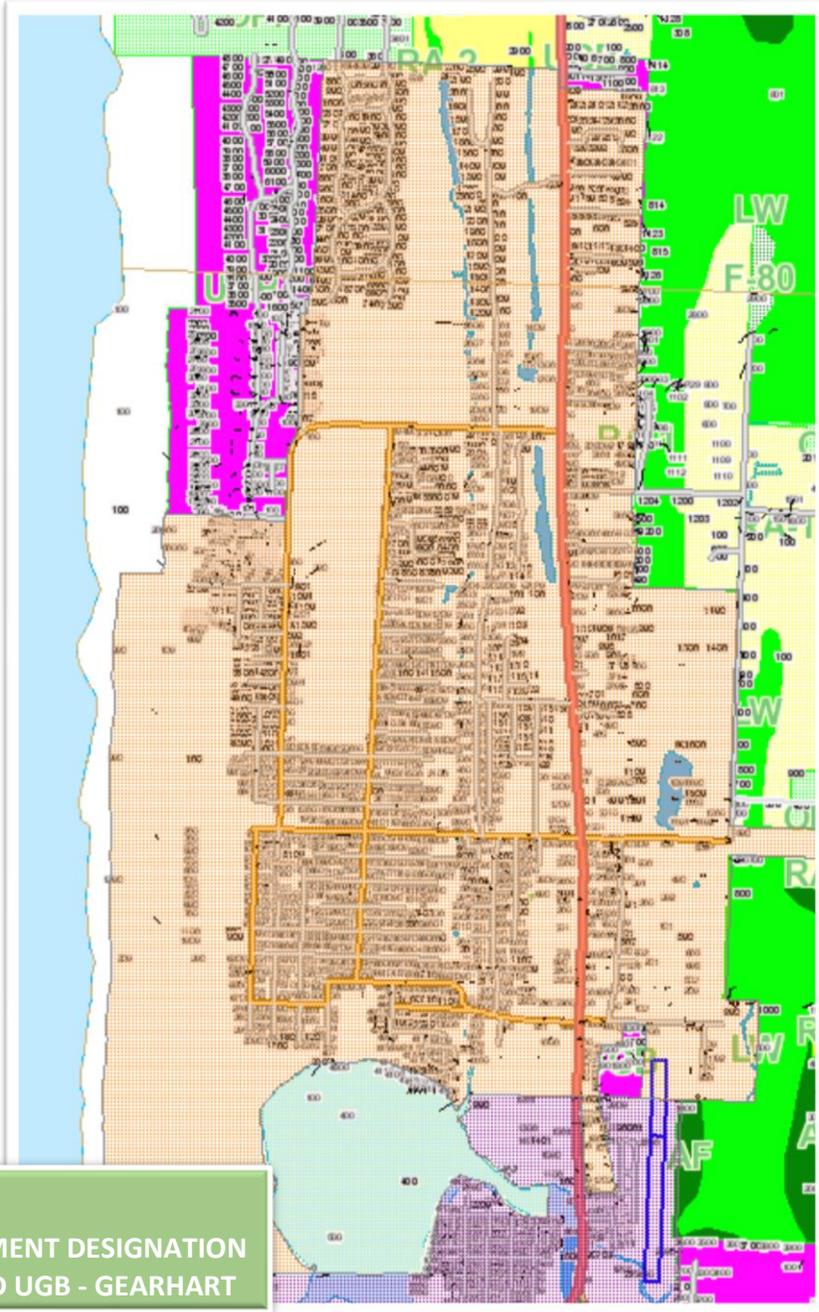
Because of the rural character of the County, along with its geographic proximity to the north Willamette Valley population centers, there has been a steady demand for second homes and rural homesites on small rural tracts. This demand for rural tracts is expected to continue. In addition to second homes, the County continues to experience a shortage of housing units affordable to all workers within the County. While the County has identified lands that are “built upon and/or irrevocably committed”, the County must also continue to identify areas where accessory dwelling units may be able to be allowed. Lands that the County has identified as being “built upon and/or irrevocably committed” generally have the following characteristics:

- Some level of public facilities and services, especially surfaced public roads, fire protection and piped water;
- A pattern of parcel sizes generally smaller than 15 acres;
- Existing residential development at a density generally higher than 1 dwelling unit per 10 acres; and
- Natural boundaries such as creeks and roads, separating the exception area from adjacent resource lands.

MAP 1
DEVELOPMENT DESIGNATION
CITIES AND UGB - ASTORIA

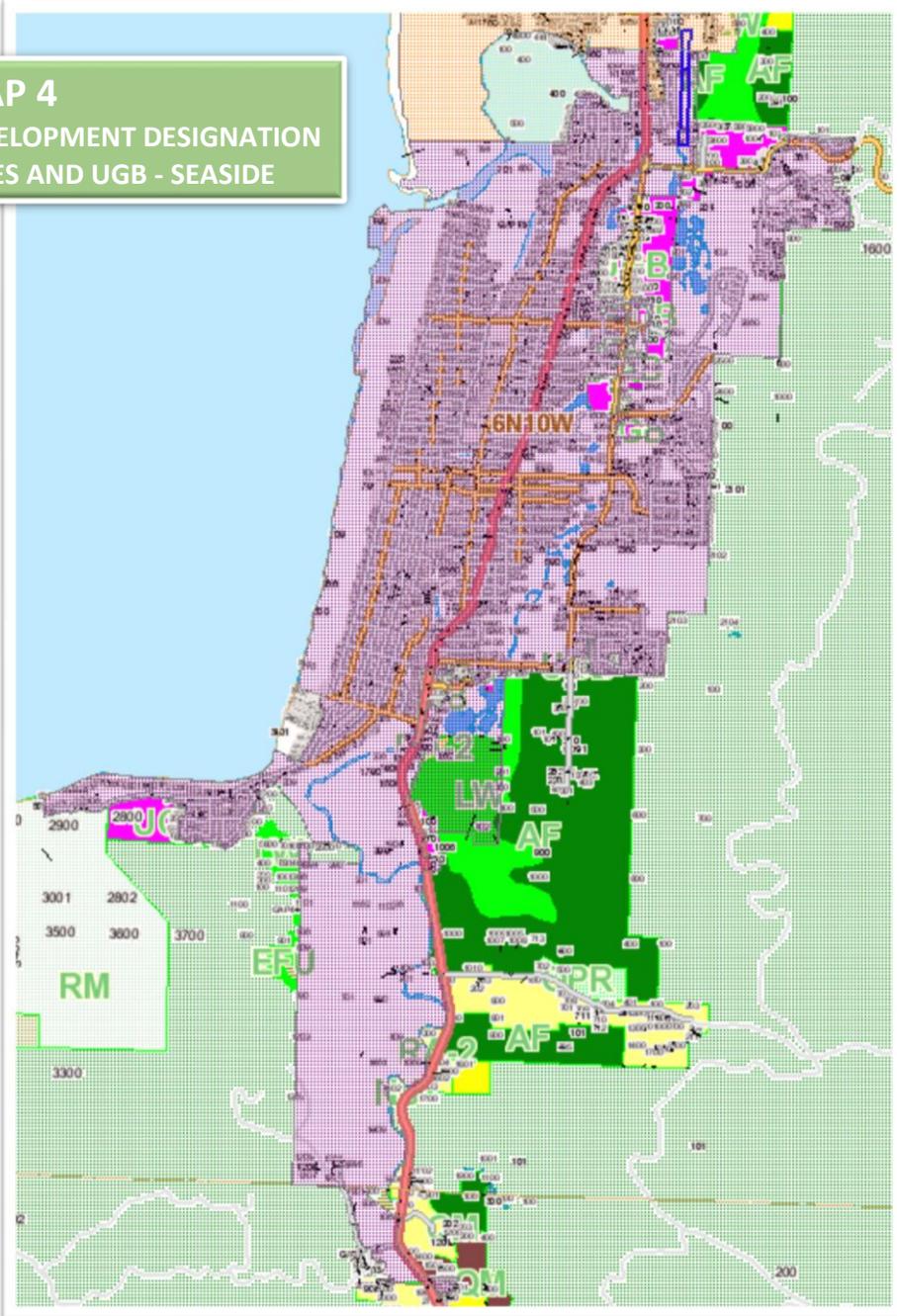






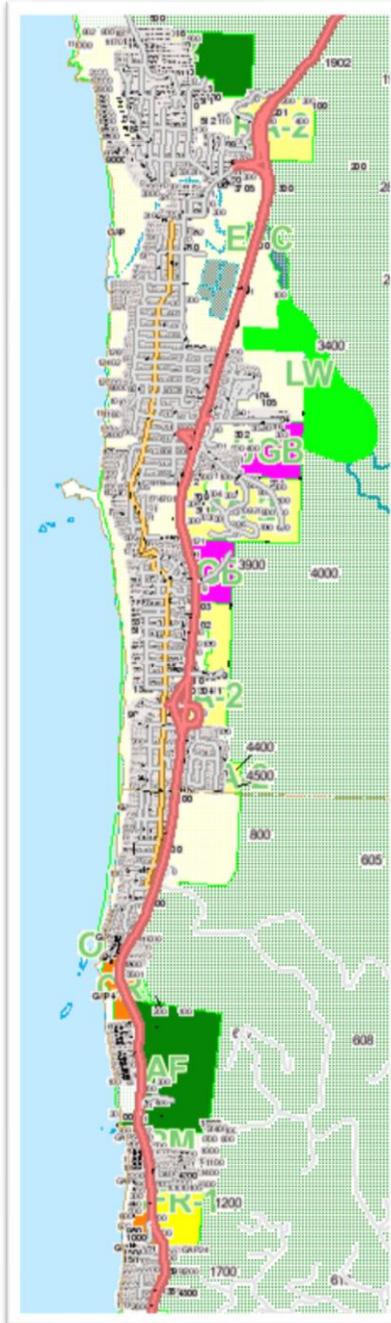
MAP 3
DEVELOPMENT DESIGNATION
CITIES AND UGB - GEARHART

MAP 4
DEVELOPMENT DESIGNATION
CITIES AND UGB - SEASIDE



MAP 5

DEVELOPMENT DESIGNATION
CITIES AND UGB – CANNON BEACH



EXCEPTION AREAS

Statewide Planning Goal 2 requires local governments to establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions. However, there may be times where a local government may not be able to comply with a statewide planning goal due to existing conditions or because of a particular need in the community that must be addressed. In those cases, a local government may adopt an exception to a goal when one of the following can be demonstrated:

- The land subject to the exception is physically developed to the extent that it is no longer available for uses allowed by the applicable goal;
- The land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impracticable; or
- The following standards are met:
 - Reasons justify why the state policy embodied in the applicable goals should not apply;
 - Areas which do not require a new exception cannot reasonably accommodate the use;
 - The long-term environmental, economic, social and energy consequences resulting from the use of the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and
 - The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.

Beginning with the adoption of the original Comprehensive Plan in 1980, Clatsop County has taken exceptions to some of the specific requirements of Goals 3 (Agricultural Lands), 4 (Forest Lands), 5 (Open Spaces, Scenic and Historic Areas, and Natural Resources), 14 (Urbanization) and 18 (Beaches and Dunes). A detailed list of all parcels included in the various goal exceptions, as well as applicable ordinances, are maintained by the Clatsop County Planning Division.

FUTURE CONDITIONS

CLIMATE CHANGE AND LAND USE PLANNING

The temperature of the earth's surface is warming and it is largely due to an increase in greenhouse gas concentrations caused by human activities. Consequences of this warming are already being felt by Oregonians and within Clatsop County. Snowpack is declining, summer streamflow is lowering, wildfire activity is increasing, sea level is rising, and coastal waters are acidifying. The consequences of climate change are expected to continue for decades to come. In 2015, global and Oregon temperatures were the warmest on record, and suggests what typical conditions may look like by the middle of this century.

Climate change consequences likely to occur in Clatsop County are:

- More summer droughts
- More frequent and longer forest fires
- Greater vulnerability of forests to insects and disease

- Water resource conflicts
- Longer and more intense allergy seasons
- Decreased water quality
- More stress on fish, including salmon
- Higher sea levels and more erosion in coastal areas
- More frequent and harmful floods

In order to avoid negative impacts, now and in the future, residents, property owners, business owners and other stakeholders must both mitigate climate change and adapt to climate change. Everyone must try to reduce or even eliminate greenhouse gas emissions within the County, and to make preparations and adjustments that will be needed to meet new environmental conditions. All levels of government and society must work together on this problem.



OBJECTIVES AND POLICIES

OBJECTIVE 1: Public involvement shall be an integral part of the planning process and shall be accomplished through the County's Public Involvement Plan.

Policy A: The Public Involvement Plan shall be maintained and updated periodically by the Clatsop County Planning Division.

Policy B: The Public Involvement Plan shall abide by the policies as set forth in Goal 1, Citizen Involvement.

Policy C: The County shall be divided into six sub-County planning areas:

- Clatsop Plains
- Elsie-Jewell
- Lewis and Clark Olney Wallooskee
- Northeast
- Seaside Rural
- Southwest Coastal

A citizen advisory committee shall be formed for each planning areas. Each citizen advisory committee shall conduct at least one meeting per year to discuss land use issues and to provide recommendations on proposed development activity within the planning areas.

Policy D: The Clatsop County Planning Commission shall be the primary advisory authority to the Board of County Commissioners for countywide land use policy issues.

OBJECTIVE 2: Increase public awareness of the planning process and plan implementation.

Policy A: Informational brochures should be located throughout the County to educate the public about what activities require planning and building permits.

Policy B: Federal, state, county and city agencies should cooperate to simplify, combine and expedite permit applications to the greatest extent possible.

OBJECTIVE 3: The County Comprehensive Plan and implementing ordinances shall be consistent with the statewide goals and guidelines as well as the needs and desires of the citizens, property owners, business owners and other stakeholders in the county.

Policy A: The Comprehensive Plan shall include all Goals identified by the Land Conservation and Development Commission that are applicable to the County.

Policy B: Inventories and other forms of data used in the development of the Comprehensive Plan shall be the most factual and current data available.

Policy C: All inventories and other forms of data used in the development of the Comprehensive Plan shall be maintained by the Clatsop County Planning Division and shall be made readily available to the public.

Policy D: All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan.

OBJECTIVE 4: **The Comprehensive Plan shall be reviewed periodically for necessary revisions to reflect changes in the physical, environmental, social and economic character of the County.**

Policy A: The citizen advisory committees, Clatsop County Planning Commission, and County planning staff shall conduct a review and evaluation of the Comprehensive Plan, every five years to identify areas that require revision or updating.

Policy B: The citizen advisory committees, Clatsop County Planning Commission, and County planning staff may recommend revisions to the Comprehensive Plan whenever significant changes in the social, economic, physical or environmental character of the County are evident.

OBJECTIVE 5: **The County shall incorporate objectives and policies into the Comprehensive Plan and its implementing ordinances to mitigate or alleviate impacts from climate change.**

Policy A: The County shall establish a minimum -required wetland buffer adjacent to all wetlands.

Policy B: The County shall establish a “no net loss” policy for wetlands and shall require mitigation and a minimum ratio of 1:1.

OBJECTIVE 6: **The County shall continue to monitor the designation of lands and zoning districts to ensure that the residential, economic, recreational and conservation needs of citizens, property owners, business owners and other stakeholders are balanced and that adequate land areas have been provided to meet these needs.**

Policy A: The Clatsop County Planning Division shall assist the Clatsop County Recreational Lands Planning Advisory Committee to update its *Parks Master Plan*.

Policy B: The County shall continue to identify areas within the County where accessory dwelling units may be permitted.

Policy C: The citizen advisory committees, Planning Commission and Planning staff shall continue to work with residents and property owners to review and update the County’s short-term rental ordinance as needed.

Policy D: The citizen advisory committees, Planning Commission and Planning staff shall identify areas within the County for which a sub-area plan should be developed in order to create a more finely-grained land use and zoning pattern.

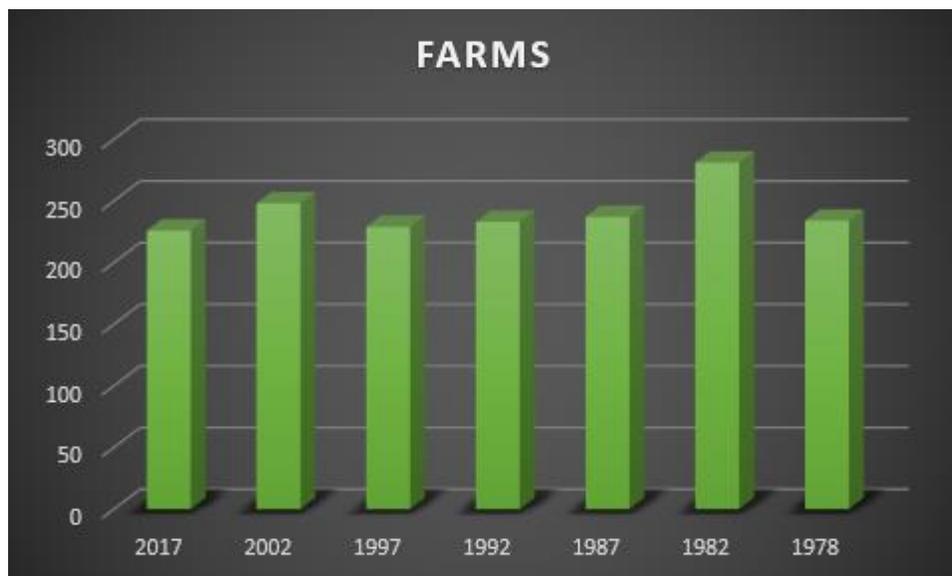
GOAL 3: AGRICULTURAL LANDS

To preserve and maintain agricultural lands.

When the Clatsop County Comprehensive Plan was adopted in 1980, there was a general downward decline in farming activities. The plan at that time, dismissed “small farm sizes” that were “interspersed with rural tracts, difficult terrain, a wet climate, and competition from other land uses” as being uncondusive to farming activities as such parcels could not be consolidated into “large, efficient farm units which are characteristic of other areas of the state where agriculture is thriving.”

That view has been shown as being outdated following a surge in the farm-to-table movement and the **emergence of artisanal, local and small-batch culinary supporters**. As shown on Figures 3.1 and 3.2, while the total number of farms in Clatsop County has remained relatively stable between 1978 and 2017 (down from 234 to 226), the total overall **acreage of farmland** has declined from 22,681 acres in 1978 to 15,070 **acres in 2017**. Additionally, as shown in Figure 3.3, the average market value of farmland has tripled since 1978. As land values rise and the shortage of affordable housing units remains, the pressure to convert farmland to non-farm uses will only increase.

FIGURE 3.1

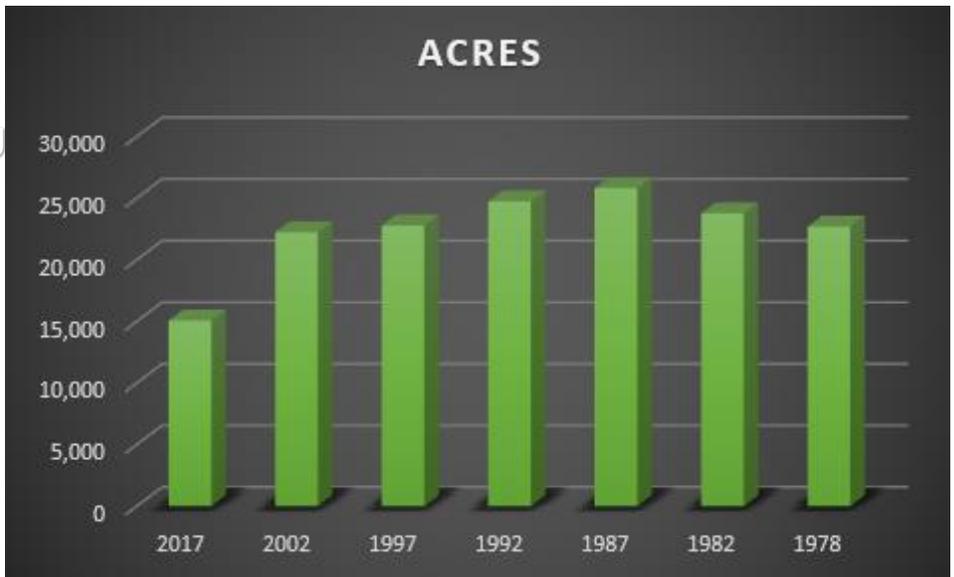


Source: 2017 Census of Agriculture, United States Department of Agriculture (USDA). National Agricultural Statistics Service

In January 2019, the Department of Land Conservation and Development released its *2016-2017 Farm Forest Report*, which details how much farmland was converted to non-farm uses during that period. Clatsop County approved one non-farm dwelling and six replacement dwellings on farmland. No primary farm dwelling approvals were granted by the County. **Since 1994, Clatsop County has approved 78 total dwellings on farmland.** Since 1978, **farmland** in Clatsop County decreased from 22,691 acres to 15,070 acres—a loss of 7,621 acres.

The *2017 Census of Agriculture*, conducted by the United States Department of Agriculture, National Agricultural Statistics Service, also notes that the face of farming has changed over the years. **As shown in Figures 3.4 and 3.5, over 50% of farmers in Clatsop County self-identified as female.** The average age of a farmer in Clatsop County is 59.29 years compared to 51.2 years in 1978.

FIGURE 3.2



Source: 2017 Census of Agriculture, United States Department of Agriculture (USDA). National Agricultural Statistics Service

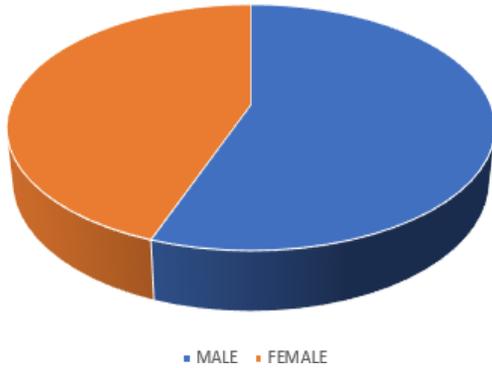
FIGURE 3.3



Source: 2017 Census of Agriculture, United States Department of Agriculture (USDA). National Agricultural Statistics Service

FIGURE 3.4

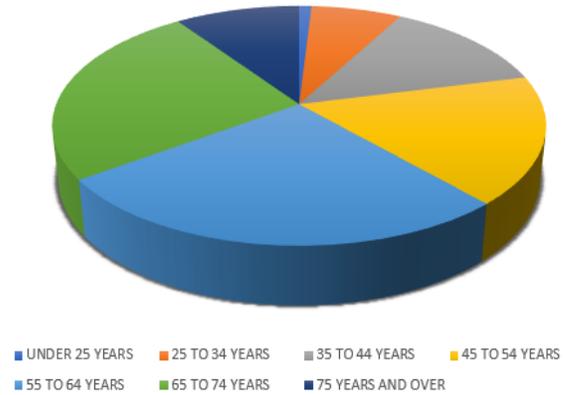
REPORTED GENDER



Source: 2017 Census of Agriculture, United States Department of Agriculture (USDA). National Agricultural Statistics Service

FIGURE 3.5

AGE GROUPS



Source: 2017 Census of Agriculture, United States Department of Agriculture (USDA). National Agricultural Statistics Service

GOAL 3 AND CLIMATE CHANGE

The temperature of the earth's surface is warming and it is largely due to an increase in greenhouse gas concentrations caused by human activities. Consequences of this warming are already being felt by Oregonians and within Clatsop County. In 2019, the Oregon Climate Change Research Institute (OCCRI) released a draft report documenting the expected changes to temperature and climate in Clatsop County. Snowpack is declining, summer streamflow is lowering, wildfire activity is increasing, sea level is rising, and coastal waters are acidifying. The consequences of climate change are expected to continue for decades to come. In 2015, global and Oregon temperatures were the warmest on record, and suggests what typical conditions may look like by the middle of this century.

Climate change consequences likely to occur in Clatsop County are:

- More summer droughts
- More frequent and longer forest fires
- Greater vulnerability of forests to insects and disease
- Water resource conflicts
- Longer and more intense allergy seasons
- Decreased water quality
- More stress on fish, including salmon
- Higher sea levels and more erosion in coastal areas
- More frequent and harmful floods

These changes in climate will have a significant impact on **agricultural activities** within the County. **Additional** emphasis on farm-to-table activities, support of sustainable locally-produce food, and the addition of local food processing facilities will assist in reducing the greenhouse gas emissions associated with transportation of foodstuffs. Policies that support the **capture and use of rainwater for irrigation** will help sustain agricultural activities as periods of drier weather increase, but may have other unintended consequences caused by the diversion of precipitation that feed watersheds used for fish habitat and drinking water.

A significant amount of grazing land is located with floodplains and was created through the construction of a system of dikes, levees and tidegates, some of which are now approaching 100 years in age. Some of the diking districts are no longer in operation and maintenance and repair of dikes may not be occurring on a regular basis. **These areas of the County may become more vulnerable to flood events and to sea level rise, which may raise the overall height of adjacent rivers and streams.**

AGRICULTURE AND THE CONTINUED DEMAND FOR HOUSING

In 2019, Clatsop County, in partnership with the five municipalities, completed a countywide housing study. The study determined that there is adequate buildable land within unincorporated Clatsop County and that there are sufficient dwellings available to meet the County's current and projected population growth. However, the study also determined that there is a lack of housing within certain price points, which is creating unnecessary pressure and prohibiting residents from being able to find affordable housing. Adding to this situation is the high number of dwellings that are either used as second homes or offered as short-term rental units, which further decrease the supply of available permanent housing.

The housing situation may continue to worsen if climate change continues unmitigated. As other areas of the state and the western United States endure increased heat, drought and wildlife, climate change refugees may seek to relocate to this area which will still remain relatively livable, despite its own changes to climate. That increased need for housing will in turn create additional pressures to **convert farm land to residential developments.** If agricultural land is transitioned to housing, this will require even more food to be imported into the county from other locations, generating a spiral of increased greenhouse gas emissions, worsening climate change, an influx of even more new residents and the resulting demand to convert even more farm land to build dwellings.

AGRICULTURE AND WILDLIFE

In 2019, Clatsop County participated with the cities of Warrenton, Gearhart and Seaside, in a Solutions Oregon project designed to reduce the number and severity of interactions between elk and humans in the Clatsop Plains planning area. While the purpose of this project was primarily to address interactions in areas that were more densely developed, there remains a potential for increased conflict between wildlife and areas of agricultural development. Because there is only a limited supply of land within the county, increasing residential and non-residential develop will force wildlife behaviors and migratory patterns to change. As seen in the Clatsop Plains planning area, as natural habitat is replaced with manicured landscapes and gardens, wildlife will adapt and replace their natural foraging areas with these human-created landscapes. The county's original comprehensive plan cited the impacts from elk on agricultural crops and included recommendations that the State Wildlife Commission be officially requested to resolve the existing adverse impacts on agricultural lands associated with elk, including, but not limited to, one or more of the following measures:

- revision of hunting laws to sustained management levels;
- reduce the elk population in Clatsop County;
- indemnify the owners for damage on their property resulting from elk; and
- pay for and install adequate fencing.

In Oregon, the state Department of Agriculture established a statewide hemp program in 2015. The 2018 Federal Farm Bill decriminalized the cultivation of industrial hemp and designated the USDA Agricultural Market Service to develop regulations regarding hemp production. As of February 2020, the guidelines for legal industrial hemp cultivation have not yet been finalized.

GOAL 3 – AGRICULTURAL LANDS

The various economic products of *Cannabis sativa* include:

- fiber hemp
- oilseed hemp
- hemp products for medicinal markets
- hemp products for recreational markets

Fiber and oilseed hemp are collectively known as industrial hemp. As of February 2020, the State of Oregon was still waiting for the U.S. Department of Agriculture to approve its State Hemp Plan. Because of the discrepancies between state and federal rules regarding cannabis transactions between the public, growers, processors and sellers of cannabis products are typically conducted on a cash-only basis, as many financial institutions are concerned about violating federal laws. While the number of retailers, producers and processors is limited within Clatsop County, there is likely an unknown trickle down effect on the economy related to this economic disconnect.

Both cannabis and hemp are considered farm crops in Clatsop County and are thus permitted to be grown anywhere where farm use is permitted. In 2018, Clatsop County adopted Ordinance 18-05, which established time, place and manner regulations associated with the production, processing, sale and testing of cannabis.

GOAL: TO PRESERVE AND MAINTAIN AGRICULTURAL LANDS.

OBJECTIVE 1: Preserve agricultural land for the valuable role it plays in providing food and health needs for all Oregonians.

Policy A: Clatsop County shall encourage agricultural activities by preserving and maintaining agricultural lands through the use of the Exclusive Farm Use zone consistent with ORS 215 and OAR 660 Division 33.

Policy B: The County shall encourage and support increased residential densities within incorporated areas and urban growth boundaries.

Policy C: The County shall work with state agencies and legislators to:

- explore the possibility of allowing residential units on resource-zoned parcels that do not meet the minimum required lot size
- revise income resources required in order to construct a single-family dwelling on resource land
- allow temporary housing on resource lands in order to allow farmers to establish the income level required for permanent housing.

Policy D: Clatsop County should avoid converting agricultural lands to urban uses, or other non-farm uses, through the use of EFU zones, limitations on non-farm uses, minimum lot sizes and dwelling approval standards.

OBJECTIVE 2: Support and enhance the viability of small farming operations.

Policy A: Explore ways in which right-to-farm protections can be applied to farming operations **outside of resource zones.**

Policy B: Continue to support and promote agri-tourism events and opportunities on **smaller farm facilities outside of resource zones.**

Policy C: The County shall encourage the creation of small specialty and artisan farms.

Policy D: The County shall support agricultural diversity and **discourage agricultural monocultures.**

Policy E: The County shall examine the viability of allowing accessory dwelling units (ADUs) within **Residential Agriculture** zones.

OBJECTIVE 3: Encourage irrigation, drainage and flood control projects that benefit agricultural use with minimum environmental degradation in accordance with existing state and federal regulations.

Policy A: The County shall engage with state agencies, local non-profit agencies and individual property owners to monitor flooding and sea level rise in relation to agricultural activities.

Policy B: The County shall explore funding sources for dike repair and maintenance and for the restoration of wetlands.

OBJECTIVE 4: Provide maximum protection to agricultural activities by minimizing activities, particularly residential, that conflict with such use.

Policy A: Whenever possible planning goals, policies and regulations should be interpreted in favor of agricultural activities.

Policy B: The County shall continue to monitor **cannabis production and processing activities** within the unincorporated county areas to ensure that conflicts with other agricultural uses are not created or exacerbated.

Policy C: The County should prohibit, whenever possible, expansion of urban growth boundaries on high-value farmlands.

Policy D: The County shall consider allowing solar and wind energy facilities on **low-value** farmland.

OBJECTIVE 5: Support agricultural best practices and locally-adapted sustainable agricultural techniques.

Policy A: The County shall promote policies that encourage consumption of local farm products to reduce greenhouse gas emissions associated with the transportation of crops and products.

Policy B: The County shall support and promote the use of best management practices relating to agriculture and reduction of carbon footprints associated with agriculture.

Policy C: The County shall continue to support and promote the work of the Clatsop County Soil and Water Conservation District.

Policy D: The County shall support the use of agro-ecology and promote sustainable, holistic and regenerative approaches to food production.

Policy E: The County shall discourage non-sustainable practices that damage water, soil, and air quality.

Policy F: The County shall promote the use of locally-appropriate plant species and discourage the use of herbicides and pesticides on agricultural lands.

Policy G: The County shall encourage organic farm practices.

OBJECTIVE 6: Reduce or eliminate climate change impacts derived from agricultural activities.

Policy A: The County shall incorporate objectives and policies into the Comprehensive Plan and its implementing ordinances to mitigate or alleviate impacts from climate change.

Policy B: The County shall continue to promote **local farm-to-table and locavore programs** that reduce costs and emissions produced by transport of foodstuffs.

Goal 4 – Forest Lands

Introduction

Oregon's forests are working forests. Forests provide broad environmental, social, and economic benefits, including clean water, fish and wildlife habitat, jobs, products, recreation, and tax funds for communities. Logging and support activities for forestry form the base of Oregon's forestry industry.

However, the county's forestlands are important to different stakeholders for reasons that sometimes conflict with each other. In the years since the Forest Practices Act (FPA) was approved by the Oregon Legislature in 1971, the timber industry and environmentalists have clashed repeatedly over issues such as stream setbacks and aerial spraying of pesticides and herbicides. The 136-page act, most recently updated in February of 2018, is codified in the Oregon Administrative Rules and can be found online on the State of Oregon's website. As this Goal 4 revision is being undertaken, the Governor's office has announced a historic agreement between timber companies and environmental groups to enter into mediation to revise the FPA by creating a conservation plan that would cover the state's public and private forestlands. **The situation is developing, and this section may be updated before the final adoption of the revised Comprehensive Plan.**

The FPA sets standards for all commercial activities involving the establishment, management, or harvesting of trees on Oregon's forestlands. The Oregon Board of Forestry's primary responsibility is to interpret the FPA and set rules for forest practices. The Oregon Department of Forestry (ODF) is responsible for enforcing those requirements by:

- Reviewing pre-operations plans
- Overseeing operations
- Ensuring reforestation
- Investigating complaints
- Enforcing corrective actions when violations occur

ODF is responsible for working with landowners and operators to help them comply with the requirements of the FPA.

Oregon is known worldwide for its high-quality softwoods, predominantly Douglas fir. Most Oregon logs are purchased by wood product manufacturers in Oregon. Oregon's timber harvest today comes primarily from private timberlands. In 2014, 79% of Oregon's timber harvest came from private lands. Some logs from private lands are exported, but that market represents a very small share of total logs harvested in Oregon.

Forestry is an important source of high-paying jobs for many rural communities, and Clatsop County, which is home to one of the most productive state forests in Oregon is no exception. In 2017, this forest generated \$27.5 million in timber for processing at local sawmills. Of that, Clatsop County's taxing districts received roughly \$18.3 million for schools, roads, and other services. The Department of Forestry received the remaining \$9.2 million to help cover its costs, including maintenance and wildfire prevention and response.

Forestry-related jobs – logging and associated industries that include pulp and papermaking, quarrying, millwork and cabinetmaking, environmental consultants, state and federal employees, nurseries, machinery manufacturing, wood and paper products wholesalers, and transportation of logs, chips and goods (trucking) – provide family-wage incomes in Clatsop County. Economists estimate that each million board feet of timber harvested creates or retains about 11 forest sector jobs. Private forestry and logging in 2018 accounted for an average of 169 jobs directly, and the total payroll was \$9,273,960,

or an average of \$54,875 per person. (This does not include the State Forestry Department; those employees are counted under state government figures.) However, jobs across the full forest-related sector numbered 1,351. Wages averaged more than \$70,000 for the full sector, almost twice the annual average of \$37,000 in the county for employees covered by unemployment insurance.

These same forests are crucial to wildlife, including threatened and endangered species, and watershed protection. Clatsop County's watersheds provide critical clean water and fish habitat, the foundation for the county's fishing industry, another vital component of the county's economic wellbeing. The county's forests also provide recreational lands for hiking, camping, hunting and fishing, mushrooming, and motorized and non-motorized trails, not just for locals, but for the county's ever-increasing visitor industry, the third essential cog of the county's economy.

With changes in climate and increases in wildfire hazard, forestlands are at once both under threat and perhaps part of the survival strategy, storing vast amounts of carbon and releasing oxygen as a byproduct. Clatsop County's Goal 4 intersects with other county goals, including at least: Agricultural Lands (Goal 3); Open Spaces, Scenic and Historic Areas and Natural Resources (Goal 5); Air, Water and Land Resource Quality (Goal 6); Areas Subject to Natural Disasters and Hazards (Goal 7); Recreational Needs (Goal 8); and Economic Development (Goal 9).

Clatsop County's Forest Lands



Clatsop County covers about 843 square miles, or roughly 540,000 acres.

Approximately 80% of the county's acreage is timberland, far exceeding the state's overall 47% average. The county's generally mild year-round temperature and average 87 inches of annual rainfall make it home to a significant temperate rainforest, part of the Pacific Temperate Rainforest system that stretches from the Central California coast, along the Oregon, Washington, British Columbia and southern Alaska coastlines. The system is one of the largest temperate rain forests in the world. In Clatsop County, a spruce hemlock forest-type predominates along the west-facing slopes of the Coast Range and westward to the ocean, as well as upriver along the Columbia, toward the Brownsmead/Knapka area; a Douglas-fir forest type predominates in the county's interior.

Clatsop State Forest

Before the 1930s, nearly all of the land that is today part of the Clatsop State Forest was in private ownership. Logging camps, railroads, and lumber mills were prevalent in Clatsop County due to the demand for lumber during World War I.

As tracts of timber were cut, the logged lands were given to the counties in exchange for paying taxes. In 1936, Clatsop County became the first county in Oregon to deed its forestlands to the state to manage in exchange for part of the revenue generated from timber sales.

The Forest Acquisition Act, passed in 1939, further encouraged counties to deed the foreclosed lands to the Oregon Department of Forestry (ODF), giving rise to the state forest system in place today. By 1957, Clatsop County had transferred 141,000 acres to the state.

In 1973, the Oregon Board of Forestry formally dedicated 154,000 acres of forestland as the Clatsop State Forest. Today, the forest provides timber products important to local economies, wildlife habitat, and recreational areas. Like all of Oregon’s state forests, these lands are actively managed under forest management plans to provide economic, environmental, and social benefits, offering recreation and educational opportunities, and provide essential wildlife habitat and clean water. Timber sales on these forests produce jobs and revenue that funds counties, local districts, and schools throughout the state.

Private Forestlands

Another 200,000+ acres is owned and managed by private landowners, mostly large timber companies. Like the state forests, private forests are managed under the FPA. ODF works with landowners and operators to help them comply with the requirements of the FPA.

Reforestation goes hand-in-hand with timber harvest planning. Reforestation rules are intended to make sure new trees are replanted and successfully growing after an area is harvested. Landowners must complete replanting of harvested ground within two years of a harvest. Within six years of harvest, the young trees must be "free-to-grow", meaning they are vigorous, well-distributed, and ready to grow successfully into a young forest. Depending on site productivity, a minimum of 100 to 200 trees per acre must survive following replanting. A landowner may be required to replant additional seedlings to ensure a sufficient number of trees per acre following selective harvest or thinning.

Management and Planning 

Forestland Classification

Forestland classification is a process by which a committee studies all lands within the fire protection district boundary to determine which lands are "forestland." Once lands have been determined to meet the definition of forestland, they are further classified as lands primarily suitable for timber production, grazing use, or a combination of the two.

"Forestland" means any woodland, brushland, timberland, grazing land or clearing that, during any time of the year, contains enough forest growth, slashing or vegetation to constitute, in the judgment of the forester, a fire hazard, regardless of how the land is zoned or taxed.

State forest resources such as streams, recreation sites, and unique wildlife habitat are managed and protected under state forests’ policies and forest management plans. These areas are highlighted through the Forestland Management Classification System (FLMCS)(OAR 629-350-005) adopted by the Board of Forestry in 1998 to ensure a range of benefits would result from an area’s management emphasis. Clatsop County’s most recent classification was updated in 2016.

Planning Incentives 

Privately-owned forested lands can receive help to prevent them from being converted or developed into non-forested land and protect environmentally sensitive forest lands. Landowners are encouraged to obtain long-term conservation easements and implement sustainable forestry practices. To maximize the public benefit this achieves, ODF can help landowners access incentives through the federal Forest Legacy Program, the Community Forest Program, and the Conservation Reserve Program. These programs are voluntary and provide a variety of strategies for landowners, governments and nonprofit groups to acquire land to grow and sustain a community forest; and protect soil, water, fish, and wildlife.

To help conserve soil, water, and related natural resources on working lands, ODF can help landowners access funding through the federal Environmental Quality Incentives Program. ODF also can help forest landowners obtain incentives through the federal Agricultural Conservation Easement Program to restore, protect, and enhance wetlands on private property which provide habitat for diverse wildlife and plant species, including those that are endangered and threatened.

Wildfire

Forest landowners are required by law to provide protection from fire for their lands. Rather than having their own firefighting force, most private landowners have ODF or their local fire protective association protect their lands. To fund this service, they pay a forest patrol assessment to the state. Forestland classification is done at the local level. Each county within a forest protection district has a committee that meets periodically to determine which lands meet the definition of forestland and are subject to the forest patrol assessment.

During wildfire season, ODF Meteorologists and the Fire Environment Working Group monitor factors that can influence the ignition and behavior of wildfires. Tools and strategies to prevent or reduce wildfire destruction include the ODF Lightning Tracker, satellite imagery, restrictions and  closures on forestland uses, and fire prevention regulations.

Other organizations concerned with wildfire in Oregon include 1000 Friends of Oregon, which issued its own report in 2018: A New Vision for Wildfire Planning: A Report on Land Use and Wildfires (<https://www.1000friends.org/wp-content/uploads/2018/07/A-New-Vision-for-Wildfire-Planning.pdf>)

Recreation

Today the Clatsop State Forest is a mix of mostly second growth hemlock, Douglas-fir, and western red cedar with many associated hardwoods, shrubs, ferns, and flowers. Elevations range from near sea level at Gnat Creek to 3,000 feet on Nicolai Mountain. Visitors often find warm, sunny weather in the summer, especially at higher elevations. October can be a transition month with dry weather or rain. The rainy season usually starts in November and continues through early spring. Winter snow occurs occasionally in the higher elevations. County residents and visitors enjoy a variety of facilities, including trails, campgrounds, fishing access, and horseback riding opportunities: Henry Rierson Spruce Run Campground, Gnat Creek Campground, Northrup Creek Horse Camp, Viewpoint Campground, Beaver Eddy Campground, and state fish hatcheries.

Total forest fires and forested acres burned in Oregon
 The total number of forest fires per year has remained fairly stable, but the total acres of forestland burned in recent years has increased dramatically. (Table includes Forest Service, state, private, tribal and BLM forestlands.)

Year	Total Fires	Total Acres	Acres/Fire
2018	1,657	442,791	267
2017	1,808	517,883	286
2016	1,375	52,386	38
2015	2,534	206,231	81
2014	2,480	213,375	86
2013	2,339	133,240	57
2012	1,319	168,554	128
2011	1,524	37,045	24
2010	1,590	32,629	21
2009	1,952	67,424	35
2008	2,314	66,942	29
10-yr. avg (2008-2017)	1,924	149,571	78

2014 Community Profile draft Clatsop Vision 2030 Together, March 2014

Recognizing forestry will continue to be a major factor in Clatsop County’s economy well into the future, The Board of Clatsop County Commissioners included the following “Potential Strategies” in the county’s Vision 2030 Together project in 2014:

- Protection of Natural Resource Base. Develop new strategies and land use policies that strengthen preservation and protection of the County’s natural resource base.
- Sustainable Forestry Promotion. Promote sustainable forestry and timber industry practices throughout the county.
- Natural Areas, Fish and Wildlife Habitat Protection. Maintain and protect natural areas of all types for fish and wildlife habitat and corridors, as well as public access, enjoyment and recreation.
- Fish and Wildlife Habitat Restoration Plans. Support watershed councils, land trusts and local communities in developing wildlife habitat restoration action plans and priority projects.

Forest Carbon Accounting

There have been multiple conversations over the past two Legislative Sessions regarding the development of climate policy and carbon pricing. In those discussions, legislators and stakeholders have frequently referred to the role that Oregon’s forests play in sequestering carbon. Under ORS 468A.259(i), an accurate forest carbon accounting is required to meet the directive to the Oregon Global Warming Commission (OGWC) to "track and evaluate the carbon sequestration potential of Oregon's forests, alternative methods of forest management that can increase carbon sequestration and reduce the loss of carbon sequestration to wildfire, changes in the mortality and distribution of tree and other plant species and the extent to which carbon is stored in tree-based building materials." To meet this obligation, OGWC has been pursuing a reliable source of forest inventory and carbon accounting data since 2010. In 2017 the OGWC's Forest Carbon Task Force recognized the value of preliminary data and analysis provided by the USFS Forest Inventory Analysis Program for forest carbon accounting in Oregon.

In the 2018 Session, the Legislature established the Office of Carbon Policy and included funding to further develop an assessment of the amount of carbon in Oregon’s forests. The assessment report is found in the background material that informed this goal revision.

Conclusion

Many depend on the county’s forestlands for so much, and conflict may seem inevitable; balancing the needs and demands of public and private enterprise, environmental quality, and recreational pursuits is challenging. With this in mind, it is vital to recognize all county residents have a stake in Goal 4, regardless of where they live, work, and play.

Goal 4: To conserve forest lands for forest uses by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Policies:

1. Forest lands shall be conserved for forest uses, including the production of trees and the processing of forest products, open space and scenic preservation, buffers from noise, visual separation from conflicting uses, watershed protection, wildlife and fisheries habitat, soils protection, wind breaks, maintenance of clean air and water, outdoor recreational activities compatible with these uses, and grazing land for livestock.

Clatsop County recognizes the importance of conserving both public and private forestlands for growing and harvesting trees and for the environmental benefits forestlands provide, including clean water, fish and wildlife habitat, clean air and recreation.

2. Forest Lands shall be designated Conservation-Forest in the County's Comprehensive Plan. When considering a zone change to a forest zone, the Planning Commission or other reviewing body shall review the proposal against the acreage, management, and other approval criteria in County-wide Forest Lands Policies. 

3. Forest practices on lands designated Conservation-Forest shall conform to the Oregon Forest Practices Act and Oregon Forest Practice Rules, as revised. 

3a. The Forest Practices Act sets minimum standards consistent with past priorities and needs updating to take into account in new science and findings. The Comprehensive Plan should encourage the timber industry to exceed these standards in order to protect and enhance clean water, air, fish and wildlife habitat and recreational opportunities.

1. Stream buffers should be wide enough that they not only provide shade for streams but also resist being uprooted by strong winds.

2. During replanting where clear-cuts border streams, trees should be planted inside the stream buffer where density of conifers is below a set standard.

3. Clear-cuts should be designed to provide fire break corridors.

4. Selective harvest should be encouraged over clear cutting. Explain the benefits of continuous forest cover.

5. Forest Access should be gated only where a clear and present danger to the forests can be shown. This standard pertains to all forest lands be they county, state or privately owned. The forests should be a recreational resource for all. 

6. Forest diversity should be maintained. A variety of native tree species should be used when replanting clear-cuts.

7. *When spraying herbicides the maximum quantity of chemical spray should be limited, not by the manufacturer, but by forestry department regulations in order to control over spraying. Such regulations should be set by scientific study, perhaps by OSU, to determine the minimum amount of chemical to be applied per acre necessary to accomplish the objective.*

8. *Where available, organic compounds which breakdown readily into non-toxic compounds should be used for forest spraying.*

9. *Use of controlled burns should be encouraged to clear forest under story of fuel.*

3b. The commercial timber industry, while important to Clatsop County for the jobs it creates, the raw materials it provides, and the tax revenues it generates, should be highly regulated to maintain forestland at a sustainable level.

3c. Restoration following all timber cuts should be encourage, along with effort to assure compliance. If the terrain is not suitable for restoration, alternative sites should be identified for tree planting in order to keep the overall number of forested acres roughly the same.

3d. Global warming is increasing the risk of forest fires. Efforts to prevent forest fires and limit fire propagation should be prioritized. 

3e. Existing restrictions on timber cutting should be enforced. Regulations should encourage selective harvest in areas of scenic beauty, such as the coastal hills visible from Clatsop County beaches.

3f. The use of synthetic herbicides and pesticides on forest lands should be discouraged.

3g. Any development on forestlands shall not exceed the carrying capacity of the air, land, and water resources of the planning area.

3h. Clatsop County should encourage incentives for these objectives, such as tax benefits, land trades or others. 

4. Division of forestlands will be permitted only upon a finding that the proposed division meets the following criteria: 

4a. the proposed division will not diminish the potential for timber production, watershed protection and fish and wildlife habitat, and

4b. the creation of new parcels will not materially alter the overall stability of the area's land use pattern.

5. Clustering of non-forest residences on forestlands may be permitted in the F-80 and AF zones, subject to non-forest use siting standards allowed by the state legislature under provisions in the Oregon Revised Statutes or Oregon Administrative Rules. This non-forest development is permitted conditionally because, when properly designed, sited and conditioned,  it does not result in the loss of forest lands or diminish or interfere with forest uses.

6. The designation of new park and recreation areas (campgrounds, etc.) on forestlands shall require an assessment of public need for these facilities and their potential impact on adjacent forestlands. The productive capacity of the land shall be evaluated and considered when siting these developments. These developments, if allowed, shall be sited and designed so as not to preclude forest management wherever possible. 

7. The County will do the following in order to minimize conflicts between the use of forestland for elk habitat and for commercial timber production.

- a. Wildlife refuges:
Existing wildlife refuges which are owned/leased and managed by the Oregon Department of Fish and Wildlife (ODFW) or by the United States Fish and Wildlife Service (USFWS) shall be designated Conservation-Other Resource and zoned Open Space, Parks and Recreation (OPR).

Proposed wildlife management areas which are managed and either owned or leased by the Oregon Department of Fish and Wildlife (ODFW) located in areas designated Conservation Forest or in other lowland areas under any plan designation shall be reviewed by the County for compliance with the approval standards listed below. Such hearings shall be conducted according to a Type IV procedure at a time and place convenient to residents of the affected planning area. ODFW shall provide an evaluation of the economic, social, environmental and energy consequences of the proposal and** information sufficient to support findings with respect to the following approval criteria:

- 1. Identification of the need for the proposed new wildlife management area. "Need" means specific problems or conflicts that will be resolved or specific ODFW objectives that will be achieved by establishing the proposed area.
- 2. Alternative lands and management actions available to the ODFW, and an analysis of why those alternatives or management actions will not resolve identified problems or achieve objectives.

- b. Elk and Deer damage due to browsing is a natural risk of timber production. It may be reduced through liberal availability of hunting licenses and through open access to forest lands. This means that gates at all forest access roads are to remain open. 

8. Forestry activities within watersheds in areas designated Conservation-Forest in the Comprehensive Plan may not violate the Oregon Forest Practices Act and the Oregon Forest Practice Rules, as revised. Additional protective measures negotiated between forest landowners and water users are encouraged.

9. Protection of watersheds is a critical issue. Unfortunately, the existing Forest Practices Act does not do a good job of adequately protecting watersheds for community or municipal drinking water. Watersheds for community and municipal drinking water in Clatsop County that extend into forest lands need special protections in addition to what is currently specified in the Forest Practices Act. For such watershed areas the forest owner shall: 

- a. Provide advance notification to each affected community or municipal water district regarding any forest practice activity that is planned for such watershed areas including, but not limited to, aerial spraying, clear cutting, alteration of existing drainage (such as by road construction or modifications);

- b. Avoid use of synthetic chemical application in the watershed area; and
- c. Negotiate in good faith with the affected community or municipal water districts to ensure that the watershed will not be adversely affected.

9.1. We encourage the county to adopt policies and tools to provide notification to neighbors and communities of the intention to burn slash so that they can be vigilant about the spread of any such fires.

9.2. We support and recommend that the county develop policies which encourage utilities to take all reasonable measures to prevent forest fires.

10. The productive capacity of the land will be considered before land designated Conservation-Forest is changed to another plan designation. The impact of the proposed new use on adjacent lands shall also be evaluated and considered before such a plan change is made.

11. Off-road vehicles (ORVs) shall be strictly confined to established rock roads in order to prevent erosion, stream degradation, damage to young trees and seedlings, and disturbance of wildlife and its habitat.

12. Existing utility rights-of-way shall be utilized to the maximum extent possible before new rights-of-way are created.

- a. Utility right of ways and equipment shall be maintained in a way consistent with best practices developed in California to prevent forest fires caused by transmission lines. These rules must be developed by the state and applied to all utility company installations passing through forest lands.

13. Roads in forest areas shall be limited to the minimum width necessary for traffic management and safety.

14. Forest landowners shall be encouraged to actively pursue methods of complete utilization of wood fiber left on the ground after harvesting, consistent with current best practices.

15. Where forestlands of suitable management size occur in the interior of rural residential areas, or are completely surrounded by residential development, small woodland management and farming is encouraged. Over time these areas may be needed for housing and in future comprehensive plan updates shall be considered ideally situated for conversion to residential uses prior to conversion of other forestlands.

16. Expansion of existing non-forest developments and uses in forest zones may be permitted under a Type II procedure only when such expansion is substantially confined to the existing site.

17. Partitioning of forest lands under the provisions of Clatsop County's forest zones which serve to increase forest management efficiency by allowing one or more forest owners to consolidate their land holdings is encouraged.

18. When reviewing a proposal that would change a zone to F-80, Clatsop County will take into consideration that forestlands in the F-80 zone include areas where timber production is the primary land use and lands often are managed intensively by full time professional foresters.

19. A zone change from the F-80 zone to any other zone shall require a plan amendment. The Purpose for such a plan change is to assure that primary forest lands in the F-80 zone are not converted to mixed use forest lands or to any other plan designation without appropriate review by the county. 

20. In land use changes involving a change from Conservation-Forest Lands or Rural Agricultural Lands to Rural Lands or Development designations, an exception to Goal 3 Agricultural Lands and/or Goal 4 Forest Lands Goals must be taken.

21. CARBON SEQUESTRATION: Slash burning is to be discouraged in lieu of disposal methods which are more consistent with carbon sequestration. Chipping and distribution on the site are among the options. Studies should be conducted to determine the best methods for accomplishing carbon sequestration. 

22. Acknowledging the diversity of values in Forest Lands: Alongside forest uses, Clatsop County has diverse fish, wildlife and biological resources which provide a balanced natural forest community as well as outdoor recreational opportunities as identified in the plan.

23. Acknowledging the importance of sound ecological practices on forest lands: The preservation of fish, biologically significant wildlife resources, watershed, and clean air and drinking water in the County is dependent upon retention of natural habitat and sound ecological practices on forest lands.

24. Preservation of Forest Habitat for Salmon: The preservation of fish, including anadromous species such as salmon and steelhead, and biologically significant wildlife resources in Clatsop County is dependent upon retention of natural forest habitat, clean air, and clean water.

25. Watershed Protection/Maintenance of Clean Air and Water: Clatsop County will discourage activities which cause the substantial degradation of the air, water or land resource quality on public and private forests.

26. County intention with respect to development/forest uses by private landowners: Clatsop County strongly encourages the retention of wildlife habitat and the protection of streams on private land through active habitat preservation and restoration as carried out or allowed by the landowner.

Efforts to improve wild salmon and steelhead habitat in Forest lands are supported by Clatsop County.

27. County intention with respect to use of chemical spray/herbicides: Clatsop County discourages the use of chemical spray or herbicides in drinking watersheds or near streams that serve as spawning habitat to salmon or steelhead on Forest lands.

28. Clatsop County encourages the use of non-chemical alternatives to control plant growth on Forest lands whenever feasible.

29. County's encouragement of "sustainable forest practices/management": Whenever feasible, Clatsop County shall prefer and encourage the use of sustainable forest management practices to ensure sustainable economic growth/health, advance forest restoration, protect drinking water resources, and allow for carbon storage.

Concepts raised but not placed or could be expanded/revised under other headings:

GOAL 4 -- FORESTLANDS

- Community forest management should be explored and encouraged for the benefits to the local community and Clatsop County.
- The county should consider alternate ways to incentivize forest land owners to preserve forest lands, such as monetizing carbon sequestration and other conservation practices.
- Clatsop County encourages forest land owners to (private, county, and state) to open forest lands for recreational use. This could be accomplished by such measures as tax incentives and limits on liability.
- General concerns about stream setback regulations not being met and enforced, impacts of development in forestlands, fire danger, harvest practices and duration of rotation cycle, diversity of tree species

EXHIBIT C

Revised Schedule

EXHIBIT D

DLCD Workshop Notice

Join DLCD Staff for a discussion of **WETLANDS & RIPARIAN AREAS**

Join Zoom Meeting

<https://us02web.zoom.us/j/83022791455?pwd=S2hxSkcvV0lnbWhyZVI2UWJhdTdTUT09>

Meeting ID: 830 2279 1455

Passcode: 358917

Dial by your location

888 683 5191 US Toll-free

855 880 1246 US Toll-free

877 853 5257 US Toll-free

Meeting ID: 830 2279 1455

Passcode: 358917

Find your local number:

<https://us02web.zoom.us/j/83022791455?pwd=S2hxSkcvV0lnbWhyZVI2UWJhdTdTUT09>

Goal 5
Forest lands
THURSDAY
AUGUST 5
3PM (electronic meeting)
Public welcome

 @ClatsopCD

<https://www.co.clatsop.or.us/landuse/page/comprehensive-plan-update>

Agenda Item #3. Department of State Lands Wetlands in Oregon

EXHIBIT E

Attendance Rosters

CLATSOP PLAINS CAC

MEMBER NAME	MEETING DATE															
	2019					2020										
	JUNE 27	JULY 11	AUG. 8	OCT. 10	NOV. 14	JUNE 11	JULY 9									
Devon Abing	-	-	-	-	-	X	X									
Don Abing	-	-	-	-	-	X	X									
Diane Heintz	X	X	X	X	E	X	E									
Phillip Johnson	-	-	-	-	-	A	A									
Mary Kemhus	X	X	X	X	X	X	X									
Jerri Myers	X	E	X	X	E	R	-									
Maria Pincetich	X	X	X	X	X	A	X									
Robert Stricklin	X	X	X	X	X	A	X									

X = Present

A = Absent, unexcused

E = Absent, excused

“-“ = Member not yet appointed or resigned

COUNTYWIDE CAC

MEMBER NAME	MEETING DATE																	
	2019						2020											
	JUNE 20	JULY 17	AUGUST 15	SEPTEMBER 19	NOVEMBER 21	DECEMBER 5	JUNE 18	JULY 16										
Jim Alegria	X	X	E	X	X	X	X	X										
Patrick Corcoran	X	X	X	X	X	X	X	E										
Andrew Davis	X	X	X	X	X	X	X	X										
Harold Gable	X	X	X	X	-	E	A	X										
Jan Mitchell	X	X	X	X	-	X	X	X										
Cheryl Johnson	X	E	X	X	X	X	X	X										
Robert Stricklin	-	X	X	X	X	X	X	X										
Tod Lundy	-	X	X	X	X	X	X	X										
Jim Coughlin /Andrea Mazzarella	-	-	X	X	X	E	A	X										
Ron Weber	-	E	E	X	X	X	-	-										

- X = Present
- A = Absent, unexcused
- E = Absent, excused
- "-" = Member not yet appointed or resigned

ELSIE-JEWELL / SEASIDE RURAL CAC ATTENDANCE LIST

FIRST_NAME	LAST_NAME	7/16/2019	8/20/2019	9/17/2019	10/15/2019	11/19/2019	12/5/2019	6/16/2020	7/21/2020
Pamela	Birmingham	Present	Present	Present	Present	Present	Present	Present	Present
Ron	Weber	Present	Present	Present	Present	Present	Present	Withdrawn	N/A
Connie	Moore	Present	Present	Present	Present	Excused	Present	Present	Excused
Virginia	Edwards	NA	NA	NA	NA	Present	Present	Unexcused	Withdrawn
Brady	Girt	NA	NA	NA	NA	Present	Excused	Unexcused	Unexcused
Diane	Jette	NA	NA	NA	NA	Present	Present	Unexcused	Unexcused
		NA	NA	NA	NA	Excused	Excused	Unexcused	Unexcused
Brian	Lippy								(Withdrawn 07/22/2020)
Matt	Samuelson	Unexcused	Unexcused	Unexcused	Removed	N/A	N/A	N/A	N/A

LEWIS & CLARK OLNEY WALLOOSKEE CAC

MEMBER NAME	MEETING DATE																			
	2019					2020														
	JULY 25	AUG 22	SEPT 26	OCT 30	NOV 26	JUNE 25	JULY 23													
Paula Bue	X	E	X	E	X	X	X													
James Coughlin	X	X	X	X	X	-	-													
Michael Magyar	X	X	X	X	E	X	E													
Andrea Mazzarella	X	X	X	X	E	A	X													
James Neikes	X	X	X	X	X	X	X													

X = Present

A = Absent, unexcused

E = Absent, excused

“-“ = Member not yet appointed or resigned

NORTHEAST CAC

MEMBER NAME	MEETING DATE																	
	2019						2020											
	JUNE 5	JULY 31	SEPT. 5	OCT. 3	NOV. 7	DEC. 10	JUNE 8	JULY 14										
Kelly Huckestein	X	X	X	X	X	E	X	X										
Cheryl Johnson	X	X	X	X	X	X	X	X										
Jennifer Rasmussen	X	X	X	E	X	X	X	E										
Dirk Rohne	X	X	X	E	X	X	A	A										
Tallie Spiller	X	X	X	X	E	X	E	X										

X = Present

A = Absent, unexcused

E = Absent, excused

“-“ = Member not yet appointed or resigned

SOUTHWEST COASTAL CAC

MEMBER NAME	MEETING DATE															
	07-12-2019	08-05-2019	09-11-2019	10-16-2019	11-13-2019	12-11-2019	06-10-20	07-08-20								
Richard D’Onofrio	✓	✓	X	X	-	-	-	-								
Charles Dice	✓	✓	✓	✓	X	✓	X	X								
Linda Eyerman	✓	✓	✓	✓	X	✓	X	X								
Theodore Lundy	✓	✓	✓	✓	✓	✓	X	X								
Margaret Treadwell	✓	✓	✓	X	✓	✓	X	X								
Christian Anderson	-	-	-	-	✓	✓	X	X								

- X = Present
- A = Absent, unexcused
- E = Absent, excused
- “-“ = Member not yet appointed or resigned

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

August 12, 2020

Topic: Planning Commission Update
Presented By: Gail Henrikson, Community Development Director

**Informational
Summary:**

The bylaws of the Clatsop County Planning Commission state that the Planning Commission “shall make recommendations to the Board of Clatsop County Commissioners on the Comprehensive Plan and its implementing ordinances.”

At the Planning Commission’s regular meeting of February 12, 2019, Commissioner Stricklin requested that the Planning Commission continue to meet on its regularly scheduled meeting dates, even if no public hearings were scheduled, in order to address planning commissioners’ topics of interest. To that end, staff prepared a list of possible work topics, which was presented to the Planning Commission at its regular meeting of March 2019 for consideration and prioritization. The Planning Commission approved a prioritized list of work topics at its regular meeting of April 9, 2019 (**Exhibit A**).

As shown on Exhibit A, the highest priority identified by the Planning Commission was the issue of affordable housing. While the affordable housing discussion was originally predicated upon finding ways to provide permanent affordable workforce housing, the Planning Commission re-examined this approach in light of the ongoing coronavirus pandemic and its specific impacts on Clatsop County at its July 14, 2020 regular meeting. There is a very likely chance that the housing needs the county and cities may need to address in the upcoming months will be very different than the needs identified in the January 2019 Affordable Housing Study.

At the July 14, 2020 regular Planning Commission meeting, the members reviewed the following discussion items:

- Should Clatsop County encourage the use of overnight camping spaces on private property? If so, how should this message be promoted to the public? Should there be any additional requirements to address neighborhood concerns? Sanitation? Should there be a limit on the number of campsites per property?

- Strategy #6 in the *Clatsop County Housing Strategies Summary Report* encourages jurisdictions to “Facilitate ‘Missing Middle’ Housing Types in All Residential Zones.” This strategy would include larger multi-family apartment buildings and smaller structures that are more compatible with detached single-family neighborhoods. Allowing such uses “outright” as opposed to requiring a condition use application could facilitate “missing middle” housing such as duplexes, triplexes, garden or courtyard apartments, and townhomes.
- Strategy #7 in the *Housing Strategies Summary* is to “Encourage Cottage Cluster Housing.” While the consultants stated that this strategy should apply to all cities, it may be possible to incorporate it into certain zoning districts within unincorporated Clatsop County. “Cottage Clusters” are groups of small detached homes, usually oriented around a common green or courtyard, that can be located on individual lots, a single lot, or structured as condominiums.
- Strategy #8 in the *Housing Strategies Summary* encourages jurisdictions to “Promote Accessory Dwelling Units.” There have been previous discussions about amending the County’s zoning regulations to expand the zoning designations where accessory dwelling units (ADUs) would be permitted. ORS 215.501 would allow a “historic home” to be converted to an ADU if a new dwelling is constructed on the property. Clatsop County zoning codes on rural residential lands allows “guesthouses”, which are limited in size and cannot be rented out. However, these zones do not allow accessory dwelling units that could be rented out on a long-term basis.
- If accessory dwelling units are allowed in an expanded area of the county, should those units be allowed to be used as short-term rental or vacation rental units?
- One of the recommendations in the housing study was to amend commercial zoning regulations to allow multi-family residential dwellings units. Is this something that the Planning Commission would recommend to the Board of Commissioners for their consideration and direction to staff?

The Planning Commission prepared a set of recommendations (**Exhibit B**) for the Board of Commissioners to consider, prioritize and return to the Planning Commission for further work.

Attachment List

- A. July 14, 2020 Planning Commission Agenda Item
- B. Recommendations from July 14, 2020, Planning Commission meeting

EXHIBIT A

July 14, 2020

Planning Commission Agenda Item



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

TO: Clatsop County Planning Commission Members

FROM: Gail Henrikson, Community Development Director

DATE: July 7, 2020

RE: **AFFORDABLE HOUSING, RESIDENTIAL RENTAL EVICTION MORATORIUM, AND CORONAVIRUS**

BACKGROUND

The bylaws of the Clatsop County Planning Commission state that the Planning Commission “shall make recommendations to the Board of Clatsop County Commissioners on the Comprehensive Plan and its implementing ordinances.”

At the Planning Commission’s regular meeting of February 12, 2019, Commissioner Stricklin requested that the Planning Commission continue to meet on its regularly scheduled meeting dates, even if no public hearings were scheduled, in order to address commissioner topics of interest. To that end, staff prepared a list of possible work topics, which was presented to the Planning Commission at its regular meeting of March 2019 for consideration and prioritization. The Planning Commission approved a prioritized list of work topics at its regular meeting of April 9, 2019 (**Exhibit A**).

As shown on Exhibit A, the highest priority identified by the Planning Commission was the issue of affordable housing. While the affordable housing discussion was originally predicated upon finding ways to provide permanent affordable workforce housing, the Planning Commission may wish to re-examine this approach in light of the ongoing coronavirus pandemic and its specific impacts on Clatsop County. As will be detailed below, there is a very likely chance that the housing needs the county and cities may need to address in the upcoming months will be very different than the needs identified in the January 2019 study.

PRE-CORONAVIRUS CONDITIONS

Even prior to the declaration of the coronavirus pandemic, securing safe, permanent, affordable housing within Clatsop County was challenging for many households. In 2018, Clatsop County, in conjunction with the cities of Astoria, Warrenton, Gearhart, Seaside and Cannon Beach, began a coordinated effort to identify causes of and possible solutions to the county-wide affordable housing crisis. In January 2019, the *Clatsop County Housing Trends & Needs Report* (**Exhibit B**) final report was released.

At the time the housing trends report was completed, it was estimated that there was a total of 22,673 housing units in the county (incorporated and unincorporated areas), with a household size of 2.32 persons per household. Per capita and median household income, based on 2018 data, was estimated at \$27,895 and \$49,828, respectively. Approximately 12% of the entire estimated county population of 39,200 had household incomes that were below the federal poverty level. Both the cities of Seaside and Astoria had 16% of their incorporated populations with incomes below the federal poverty level.

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FIGURE 1.2: DEMOGRAPHIC PROFILE AND TRENDS (CLATSOP COUNTY)

POPULATION, HOUSEHOLDS, FAMILIES, AND YEAR-ROUND HOUSING UNITS					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(PSU)	10-18
Population ¹	35,630	37,039	4.0%	39,200	5.8%
Households ²	14,703	15,742	7.1%	16,460	4.6%
Families ³	9,450	9,579	1%	10,015	5%
Housing Units ⁴	19,685	21,546	9%	22,673	5%
Group Quarters Population ⁵	1,121	956	-15%	1,012	6%
<i>Household Size (non-group)</i>	2.35	2.29	-3%	2.32	1%
<i>Avg. Family Size</i>	2.88	2.85	-1%	2.90	2%
PER CAPITA AND MEDIAN HOUSEHOLD INCOME					
	2000	2010	Growth	2018	Growth
	(Census)	(Census)	00-10	(Proj.)	10-18
Per Capita (\$)	\$19,515	\$26,221	34%	\$27,895	6%
Median HH (\$)	\$36,301	\$44,330	22%	\$49,828	12%

SOURCE: Census, PSU Population Research Center, and Johnson Economics

Census Tables: DP-1 (2000, 2010); DP-3 (2000); S1901; S19301

¹ From PSU Population Research Center, Population Forecast Program, final forecast for Clatsop Co. (2017)

² 2018 Households = (2018 population - Group Quarters Population)/2018 HH Size

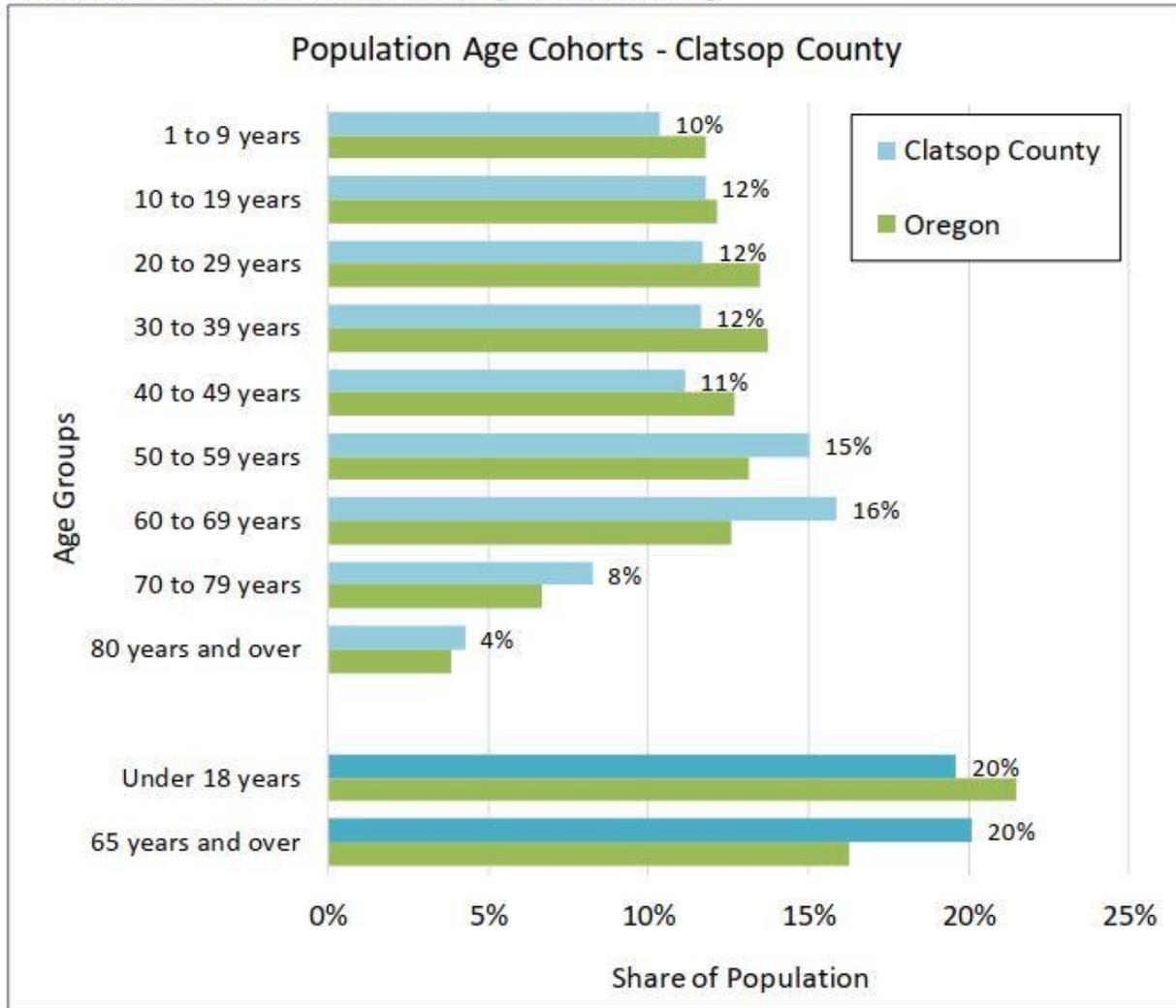
³ Ratio of 2018 Families to total HH is based on 2016 ACS 5-year Estimates

⁴ 2018 housing units are the '10 Census total plus new units permitted from '10 through '18 (source: Census, Cities)

⁵ Ratio of 2018 Group Quarters Population to Total Population is kept constant from 2010.

The study further estimated that as of 2018, 20% of the county population was below 18 years in age and 20% of the population was over 65 years in age. These are two age cohorts that are less likely to participate in the workforce and may be considered among the most vulnerable of the county's population. Additionally, the U.S. Centers for Disease Control has identified persons over 60 years of age, particularly those with underlying health conditions, to be one of the populations most at risk to contract coronavirus.

FIGURE 1.4 POPULATION BY AGE COHORT (CLATSOP COUNTY)

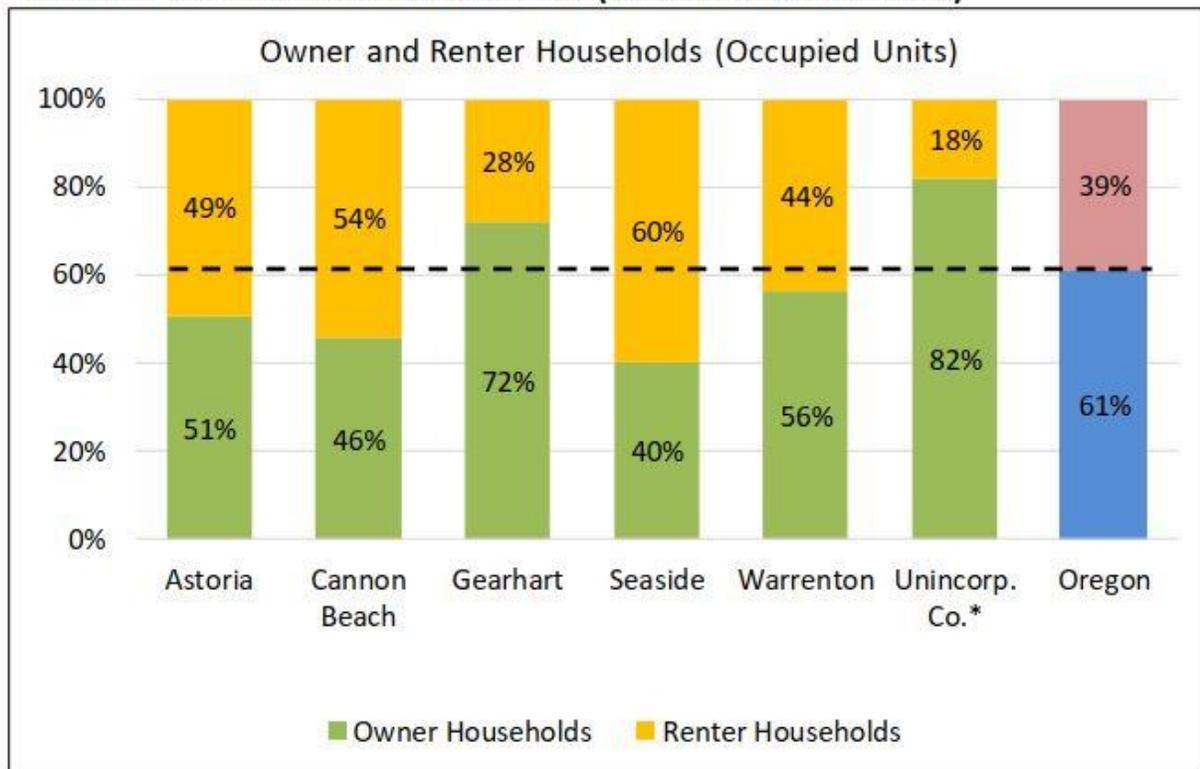


Source: American Community Survey, 2017 5-Year, S0101

With regard to owner-occupied dwellings versus renter-occupied dwellings, the housing study estimated that 18% of households within unincorporated Clatsop County were renter-occupied, versus 82% of unincorporated housing units that were owner-occupied. Conversely, the number of renter-occupied units within the incorporated limits of Seaside was 60%.

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www.facebook.com/ClatsopCD

FIGURE 1.7: TENURE OF OCCUPIED HOUSEHOLDS (CLATSOP COUNTY AND CITIES)



Source: American Community Survey, 2017 5-Year, B25007

* Unincorporated statistic is estimated; geography not available from Census

DURING-CORONAVIRUS CONDITIONS

Due to temporary shut-downs and permanent business closures, unemployment reached 24.2% in Clatsop County in April 2020 ([Exhibit C](#)). Accommodation and food services, which constitute approximately 18% of the employment by industry sector (US Bureau of Economic Analysis), was especially hard-hit as restaurants, bars and transient lodging accommodations were almost entirely closed down to halt the spread of the virus.

Population estimates from the U.S. Census Bureau from July 1, 2019, indicate that approximately 8.6% of Clatsop County’s population is of Hispanic or Latino origin. This community has been disproportionately affected by coronavirus within the county, with the Clatsop County Public Health Department stating that of 38 coronavirus cases directly linked to outbreaks at local seafood processors, 84% of those workers that tested positive are of Hispanic origin (*Daily Astorian*, June 3, 2020).

Emergency Legislation – Economic Assistance

Initial steps taken by the federal government in March 2020, including a one-time stimulus check and enhanced unemployment benefits, have been completed or will expire in July 2020. At this time, it is uncertain what, if any, additional emergency funding may be made available to individuals and families.

Emergency Legislation – Residential Rental Eviction Moratoria

Statewide, Governor Brown initially issued a rental eviction moratorium on March 22, 2020 (Emergency

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Order 20-13), which was in effect for 90 days. The Oregon state legislature, during its emergency session in June 2020, adopted HB 4213 ([Exhibit D](#)), which extends the rental eviction moratorium through September 30, 2020, and provides a grace period for renters to repay back rent, which will expire on March 31, 2021. There is concern, however, that despite these restrictions, as Oregon courts reopen, eviction cases will move forward through the court system, potentially resulting in thousands of households losing shelter over the next several months. The moratoria only prohibit eviction for non-payment of rent or “no cause” evictions.

Emergency Legislation – Emergency Shelters and Vehicle Camping

Also during the June 2020 Special Session, the Oregon Legislature adopted HB 4212 ([Exhibit E](#)), which requires local governments to approve an application for the development or use of land for an emergency shelter or any property under certain conditions, notwithstanding any statewide plan, rule or local land use regulation, zoning ordinance, regional framework plan, functional plan, or comprehensive plan. “Emergency shelter” is defined as a building that provides temporary shelter for individuals or families lacking permanent homes. The facility must meet applicable building codes and local standards for natural hazards, be located within an urban growth boundary or an area zoned for rural residential use, and must not pose an unreasonable risk to public health or safety.

HB 4212 stipulates that the approval of an emergency shelter is not a land use decision and is only subject to review against ORS 34.010 to 34.100. Siting such a shelter ends 90 days after the effective date of HB 4212, but allows for approval of an application that was completed and submitted prior to the sunset date.

HB 4212 also allows local government to authorize any number of overnight camping spaces on a person’s property for homeless individuals who are living in vehicles. Local governments are allowed to regulate vehicle camping spaces as transitional housing accommodations under ORS 446.265. This authority also sunsets 90 days after the effective date of HB 4212 (June 30, 2020).

POST-CORONAVIRUS (ANTICIPATED) CONDITIONS

Rise in Residential Rental Evictions

Until such time as the virus is eradicated, there will likely be continued uncertainty with regard to personal health risks and the economy. Because of the potential for sustained high levels of unemployment in certain sectors of the economy, it is unclear how long eviction moratoria will be able to be continued. If, as is predicted by the COVID-19 Eviction Defense Project (CEDP), one in five renter households are at risk of eviction, the results would likely be highly devastating to Clatsop County. Per information from the US Census Bureau as of July 1, 2019, there are an estimated 15,910 households within all of Clatsop County, who live in an estimated 22,774 housing units. The owner-occupied rate of those housing units was 61.7%, meaning that renter-occupancy countywide was 38.3%. Multiplying the total number of households (15,910) by 38.3% yields a total of 6,094 renter households. The U.S. Census Bureau also reports a household occupancy rate of 2.37 persons per household. A 20% (one-one-in-five) eviction rate could conceivably leave over 1,200 households and over 2,800 persons, including children and adults over age 65, without housing.

What Types of Housing May be Needed?

If economic recovery remains stalled and if evictions do substantially increase, the affordable housing needs of Clatsop County will also change. Previously-discussed efforts to increase affordable housing

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stock had been focused on shelter and dwellings for a minimum-wage, service-industry workforce. Oftentimes, these types of accommodations took the form of dormitories or communal housing. That vision may now need to be reconsidered given the challenges to communal living arrangements presented by the pandemic.

Conversely, because wages and employment may continue to be depressed for several months, if not years, workers and residents may face greater pressures to share housing in order to reduce rental expenses. Smaller housing units, whether apartments, duplexes or triplexes may assist with addressing some of the expense concerns, but even those units may remain economically infeasible for many households. It may be that new types of dwellings, both structurally and functionally, may need to be developed to address the multiple and conflicting concerns that may arise during this time.

Funding Sources

Additionally, funding sources for housing may change. In April 2020, the Clatsop County Board of Commissioners established grand funding of \$100,000 for community organizations that provide programs and assistance for shelter, food, and other critical social services. Previous discussions have also focused on methods to incentivize the construction of workforce and affordable housing. Some of those incentives have included certain permit fee waivers or payment delays. As states, cities and counties grapple with unknown and unplanned budget shortfalls over the next several years, decisions will need to be made as to whether such monetary incentives are still feasible or even fiscally prudent.

DISCUSSION

Because the current situation evolves almost daily both locally, statewide, nationally and internationally, it is difficult to predict with any accuracy what needs may arise and when. The purpose of this Planning Commission item is to best identify areas where Clatsop County can proactively make preparations to assist residents within the unincorporated areas or collaborate to assist cities. Much of the assistance, should it be needed, will come in the form of monetary assistance. However, there are areas related to land use issues where the Planning Commission could identify recommended strategies that the Board of Commissioners could consider:

- Should Clatsop County encourage the use of overnight camping spaces on private property? If so, how should this message be promoted to the public? Should there be any additional requirements to address neighborhood concerns? Sanitation? Should there be a limit on the number of campsites per property?
- Strategy #6 in the *Clatsop County Housing Strategies Summary Report* ([Exhibit F](#)) encourages jurisdictions to “Facilitate ‘Missing Middle’ Housing Types in All Residential Zones.” This strategy would include larger multi-family apartment buildings and smaller structures that are more compatible with detached single-family neighborhoods. Allowing such uses “outright” as opposed to requiring a condition use application could facilitate “missing middle” housing such as duplexes, triplexes, garden or courtyard apartments, and townhomes.
- Strategy #7 in the *Housing Strategies Summary* is to “Encourage Cottage Cluster Housing.” While the consultants stated that this strategy should apply to all cities, it may be possible to incorporate it into certain zoning districts within unincorporated Clatsop County. “Cottage Clusters” are groups of small detached homes, usually oriented around a common green or courtyard, that can be located on individual lots, a single lot, or structured as condominiums.
- Strategy #8 in the *Housing Strategies Summary* encourages jurisdictions to “Promote Accessory

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Dwelling Units.” There have been previous discussions about amending the County’s zoning regulations to expand the zoning designations where accessory dwelling units (ADUs) would be permitted. ORS 215.501 ([Exhibit G](#)) would allow a “historic home” to be converted to an ADU if a new dwelling is constructed on the property. Clatsop County zoning codes on rural residential lands allows “guesthouses”, which are limited in size and cannot be rented out. However, these zones do not allow accessory dwelling units that could be rented out on a long-term basis.

- If accessory dwelling units are allowed in an expanded area of the county, should those units be allowed to be used as short-term rental or vacation rental units?
- One of the recommendations in the housing study was to amend commercial zoning regulations to allow multi-family residential dwellings units. Is this something that the Planning Commission would recommend to the Board of Commissioners for their consideration and direction to staff?

DIRECTION

The purpose of this discussion is to provide input on land use considerations related to pandemic-induced housing issues in order to address repercussions to residents, workers and business owners from the pandemic. Recommended strategies and considerations identified by the Planning Commission will be forwarded by planning staff to County Management and the Board of Commissioners for their consideration.

EXHIBIT LIST

- EXHIBIT A:** Planning Commission prioritized list of work topics (April 2019)
EXHIBIT B: [Clatsop County Housing Trends & Needs Report Appendix A \(January 2019\)](#)
EXHIBIT C: State of Oregon Employment Department [May 2020 Employment and Unemployment in Oregon’s Counties](#)
EXHIBIT D: [HB 4213](#) and [Summary](#)
EXHIBIT E: [HB 4212](#)
EXHIBIT F: [Clatsop County Housing Strategies Summary Report](#)
EXHIBIT G: [ORS 215.501 Accessory Dwelling Units in Rural Residential Zones](#)

ADDITIONAL RESOURCES

- <https://www.co.clatsop.or.us/county/page/grant-program-aimed-local-coronavirus-impacts>
<https://www.opb.org/news/article/oregon-eviction-moratorium-what-you-need-to-know-rent/>

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PLANNING COMMISSION AGENDA ITEM EXHIBIT A

Planning Commission Prioritized List of Projects

Future Planning Commission Topics

TOPIC	PRIORITY	DATE
Comprehensive Plan Updates	5	
Affordable Housing / ADUs	1	
Reducing Public Debt	4	
Transportation	2	
Parks Natural Areas	6	
Wildlife Corridors	7	
Timberlands	8	
Water Resources	9	
Economic Development	3	
Climate Change	10	
Planning and Homelessness	11	
Limits on Desirability of Continued Growth	12	
Negative impacts on Clatsop County in the Next 30 Years	13	

EXHIBIT B

*Recommendations from July 14, 2020
Planning Commission Meeting*



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

TO: Clatsop County Board of Commissioners

FROM: Clatsop County Planning Commissioners

DATE: July 14, 2020

RE: RECOMMENDATIONS REGARDING AFFORDABLE HOUSING, RESIDENTIAL RENTAL EVICTION MORATORIUM, AND CORONAVIRUS

Due to the current housing and houselessness crisis, the Planning Commission recommends that the County focus on the solutions that could be analyzed, potentially implemented and provide results most quickly.

Affordable Housing & Houselessness Campaign

The Planning Commission recommends that the County share with the public information regarding the current affordable housing & houselessness crisis, especially in the face of the pandemic. The campaign could share information about what is currently legal in the county – e.g. renting a room, building a duplex or Accessory Dwelling Unit – and encourage people to be part of the solution by providing long-term rentals. The campaign could produce press releases, brochures, webpages and social media posts.

Accessory Dwelling Units (ADUs)

The Clatsop County Housing Strategies Summary Report states:

Strategy #8: Promote Accessory Dwelling Units

An Accessory Dwelling Unit (ADU) is a secondary dwelling unit on the same lot as a single-family house that is smaller than the primary dwelling. ADUs can be a detached structure, an attached addition, or a conversion of internal living space in the primary dwelling. The State recently began requiring cities with a population of over 2,500 and counties with a population over 10,000 to allow ADUs outright on any lot where single-family housing is allowed. Clatsop County and the cities of Astoria, Cannon Beach, and Warrenton currently allow ADUs; however, a conditional use permit is required for ADUs in some locations. In other locations, ADUs are not permitted, but a smaller, temporary guesthouse is. A guesthouse is limited in size, cannot be rented, and must be connected to the same utility meters as the primary house.

The State's Model Development for Small Cities recommends the following provisions:

- Allow the ADU to be up to 900 square feet or 75% of the primary dwelling, whichever is less
- Do not require an off-street parking space for the ADU in addition to the spaces required for the primary dwelling
- Do not require that the owner of the primary dwelling reside either in the primary dwelling or the ADU
- Minimize special design standards that apply to the ADU

addition

The Planning Commission recommends that the County look at these potential changes to the code this fall.

Short Term Rentals

The Clatsop County Housing Strategies Summary Report states:

Strategy #10: Limit Short-Term Rental Uses in Residential Zones

The prevalence of short-term or vacation rental uses in Clatsop County is consuming a substantial share of the existing housing stock and is contributing to an overall housing shortage. Short-term rentals should be classified as a commercial use when considered as part of a broad analysis of land needs and supply, as required by Oregon's statewide planning goals and land use system. Given that some areas in the County are experiencing shortages of residential land supply, and all communities are facing shortages for some types of housing, the consumption of residential land and housing units by short-term rental uses is an issue that must be addressed as part of a complete housing strategy. Rules that address short-term rentals can include:

- Limit this activity to certain zones or geographies
- Limit the number permitted
- Establish use and occupancy standards that set expectations for how this activity should be conducted
- Adopt an official definition of short-term rentals as distinct from longer rentals, and/or as a commercial activity
- Require business licensing, and track unregistered short-term rentals
- Collect taxes and assess penalty fees

The Planning Commission recommends that the County look at potential changes to the code this fall.

Camping

The Planning Commission does not recommend that the County encourage increased camping in unincorporated areas at this time. However, we encourage the cities and houselessness-focused organizations and churches to explore centralized camping areas with services. We also encourage the County to look at the old jail as a possible facility to support those who lose their homes due to the crisis.

Long-term, the Planning Commission is also interested in exploring Strategies 4, (Housing in Commercial Areas), 6 (Missing Middle Housing) and 7 (Cottage Clusters) as discussed in the January 2019 *Clatsop County Housing Trends Needs Report*.

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, June 24, 2020**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Sarah Nebeker
Commissioner Lianne Thompson
Commissioner Mark Kujala
Commissioner Pam Wev
Chair Kathleen Sullivan

AGENDA APPROVAL

Chair Sullivan requested the addition of Business Agenda Item 20: Face Covering Requirement in Clatsop County to the Agenda.

Motion made by Commissioner Thompson, seconded by Commissioner Kujala to approve the Agenda as amended with the addition.

Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

BUSINESS FROM THE PUBLIC

Bebe Michel, 661 10th Street, Gearhart, said she wanted the Commissioners to opt in to Governor Brown's mask guidance and implement the mandatory use of masks in Clatsop County. The county welcome's visitors from all corners of Oregon and beyond. Some counties in Oregon are now under a mandatory mask policy due to the level of virus cases in those counties. Cases are rising and people from those counties visit the north Oregon coast and often do not wear masks while they are here because the County does not have a requirement. The virus respects no boundaries and every tool should be used to prevail against the virus. Testing, contact tracing, and isolation protocols are in place to squelch the outbreaks as they occur, but the public must do its part. The county needs a unified approach from all levels of government, the public health community, community leaders, and each other. People must continue to maintain physical distancing, wash hands, and wear masks in public. Business owners need the legitimacy of an official policy to enforce the mandatory wearing of masks in their businesses. It is known that these measures work to reduce the rate of infection. Failing to slow the rate of infection could result in shutting down once more. That outcome can be avoided if people stay vigilant and disciplined. She asked the Commissioners to vote to opt in because every day results in more infections, hospitalizations, and deaths.

1 Matt Stanley, 463 Jerome Avenue, Astoria, Astoria Co-op Manager, stated he agreed
2 with Ms. Michel's comments. He urged the Commissioners to sign on to the State
3 mandates, which will take the onus off of business operators. The majority of people who
4 live in this country want masks to be mandated, but there is a very vocal minority making
5 it seem as if more people do not want the mandate. People want to get back to as much
6 of a normal life as possible, and the scientific evidence is increasingly showing masks
7 allow relative safety. However, there must be a critical mass of people wearing masks or
8 they will not work. The Co-op has mandated masks and has had good compliance, but it
9 would help if the store could send away the few people who do not want to wear masks.
10 Additionally, the County must figure out a way to clearly advertise the requirement. He
11 recommended posting signs along the highway and at the entrance to towns.
12 Enforcement would be difficult, and it is likely that someone would need to talk to store
13 managers when customers are not wearing masks. Supporting the requirement is the
14 right thing to do.

15

16 **CONSENT CALENDAR**

17 *Motion made by Commissioner Thompson, seconded by Commissioner Nebeker to*
18 *adopt the Consent Calendar.*

19 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
20 *Commissioner Wev, Chair Sullivan*

21

- 22 3. Contract Amendment with State Marine Board for Waterborne Public Safety for
23 Fiscal Year 2020/2021 {Page 23}
- 24 4. Renew Contract with Solutions YES {Page 36}
- 25 5. IGA Amendment # 13 with Oregon Health Authority (OHA) ; Financial Assistance
26 Award for July 1, 2020 through June 30, 2021 {Page 48}
- 27 6. Board of Commissioners Regular Meeting Minutes May 13, 2020 {Page 213}
- 28 7. Board of Commissioners Special Meeting Minutes 5-29-20 {Page 217}
- 29 8. Labor Counsel Agreement, between CDR Labor Law, Inc. and Clatsop County
30 {Page 220}
- 31 9. Agreement for Westport Operator {Page 302}
- 32 10. Approve the 2019-20 Budget and Appropriation Adjustments {Page 311}

33

34 **COMMISSIONER'S LIAISON REPORTS**

35 Thompson reported that she had been working on broadband and childcare by meeting
36 with people who are concerned with those issues and linking with partners. The District
37 7 meeting included Commissioners from Columbia, Clatsop, Tillamook, and Lincoln
38 Counties. She attended the Columbia-Pacific Economic Development District (Col-Pac)
39 and Northwest Area Commission on Transportation (NWACTION) meetings. She invited the
40 Commissioners to call her with any questions, and she depends on the County Manager

1 to be the nexus point of shared information. She attended the county-wide citizen
2 advisory committee meeting to discuss the comprehensive land and water use
3 revisions. It was good that a lot of people were involved with the project. The
4 Association of Oregon Counties (AOC) Public Safety Committee, Governance
5 Committee, and Legislative Committee supported Senator Frederick's effort to maintain
6 quality policing in Oregon by making clear that arbitrators cannot reinstate law
7 enforcement officers who had been determined guilty of behaving badly as part of their
8 job. That is a significant effort to support social justice. She was confident the
9 Legislature would move in that direction. She has attended all of the AOC, Public
10 Safety, Governance, Health and Human Services, Legislative Committee, and Board of
11 Directors meetings. She also attended a broadband meeting in Lincoln County to
12 discuss Col-Pac's action team. Private partners and the infusion of public cash will be
13 necessary to get broadband coverage, which is needed for education, commerce,
14 quality of life, public safety, and resilience. She heard that Senate Bill 16.03, the Oregon
15 Broadband Fund of \$5 million a year, passed from the Joint Committee to the Senate.
16 Efforts like this bill will make it possible for the County to get involved. She did not know
17 if the County Manager had a process yet for a special session, but she hoped the Board
18 would be willing to support that. The Community Action Team had been meeting to deal
19 with housing issues and Head Start, and serve as a conduit for State housing dollars.

20

21 Kujala reported that he appreciated Dr. McNickle and Dr. Heinitz and he is glad the
22 County has strong departments.

23

24 Wev reported that she had spent most of her time understanding and helping her
25 constituents understand the Main Line Public Works Relocation Program. She was
26 pleased with the way the County Manager and Public Works Department responded to
27 her concerns and provided her with data. The North Coast tourism has been improved
28 by messaging the community that the Board believes tourism is an important part of the
29 economy. The importance of tourism to the economic benefit of the County has been
30 proven over the last three months. So, the Board is working hard to continue that
31 messaging. She thanked the Sheriff for recommending the Department of Public Safety
32 Standards and Training (DPSST) seminars to the Board. The seminars have been full of
33 information about how police officers and public safety employees are trained. She
34 reported that she is on the Forestry Economic Development Committee, which is
35 exploring ways to host the Annual Forestry Tour in the fall without putting people in
36 busses. She wanted to hear good creative ideas from people who have been going on
37 the tours. She also wanted to know what places related to forestry people would like to
38 see. The Committee has decided there would be a youth component to whatever they
39 do.

40

41 Nebeker reported that she attended the Arts Council, which is trying to figure out how to
42 hold the Arts Summit virtually. She attended the installation of the public art sculpture on
43 Pacific Way in Gearhart. The piece is perfect for the area and she encouraged everyone
44 to go see it. She was grateful that free masks were being distributed. An Arts Council

1 member works with the Sunday Market and she said that people were doing well with
2 wearing masks. She asked if there was any consideration for requiring masks at large
3 outdoor gatherings.

4 Bohn responded that the requirement to wear masks and maintain six feet of distance
5 would be prudent, but he would have to check with Dr. McNickle.
6

7 Sullivan reported that she believed COVID-19 would be around for a long time, that
8 masks would become a fashion statement, and that people would get comfortable
9 wearing them. She thanked the Sheriff for letting the Board know about the training
10 webinars, which were very interesting. She believed it would be interesting for the public
11 to see the webinars. She appreciated that Officer Jason Robinson saved a baby from a
12 burning house over the weekend. She announced that the Red Cross needed blood and
13 encouraged people to donate. She would be attending the North West Senior Disability
14 Services Board meeting.
15

16 **COUNTY MANAGER'S REPORT**

17 Bohn reported that seven drive up events for the distribution of free public masks would
18 be on June 25th between 4:00 pm and 7:00 pm in Elsie, Vinemaple, Seaside, Gearhart,
19 Warrenton, Astoria, Knappa, Svensen, and Westport. All events will be held at the local
20 fire stations, except Astoria which will be at the Aquatic Center. On Saturday, the event
21 will be held in Cannon Beach from 10:00 am to 1:00 pm at City Hall. All of that
22 information is on the County website. He reported that Public Health Staff was working
23 diligently on many different things, including working with school districts and the
24 community college, which are required to submit plans to the State for reopening in the
25 fall. The special session was ongoing, and there was no routine way for Staff to interact
26 with the legislation. The timeframe has been compressed, so Staff is watching the bills
27 on broadband, law enforcement, and responding to COVID-19. The session is so quick
28 that no one will have much influence and the meetings are all electronic.
29

30 **PUBLIC HEARING**

31 11. Public Hearing on FY 2020 – 2021 Budget for Clatsop County {Page 319}

32
33 Monica Steele, Assistant County Manager, presented the Staff report on the FY2020-
34 2021 Budget for Clatsop County. She noted that the Appropriations Report included in
35 the budget packet was on Pages 314 through 318.

36 Sullivan opened the public hearing and called for public testimony.

37 Dan Siefer, 79916 Cannon Road, Arch Cape, said he was speaking on behalf of the
38 Arch Cape Domestic Water Supply District. He thanked the Board for continuing to
39 support the watershed special project. The District had seen some criticism of the
40 Board's support, which was based on the notion that an independent district like the
41 Arch Cape District should be responsible for its own needs. Residents in the Arch Cape

1 District pay property taxes and assessments just like everyone else in the county.
2 However, the Arch Cape community also bears a tax burden that almost no one else
3 does. For years, the County's General Fund has received substantial revenue from the
4 transient occupancy taxes to support County services all over the county, but almost all
5 of the room tax revenue comes from the Arch Cape rural community. Last year, when
6 he appeared before the Board on behalf of the District's effort to purchase the forest
7 watershed, he pointed out that the room tax revenues into the General Fund were
8 almost \$400,000 the prior year. This year, the budget documents show that last year
9 those revenues were over \$500,000. With the Board's support, the forest watershed
10 project has made real progress. The District received a United States Forest Service
11 grant and a recommendation for a second larger grant. Last week, the United States
12 Senate passed an appropriations bill to fully fund the Forest Service Grant Program and
13 the District will be applying for a third grant this summer. The District has purchased an
14 option on the property and has entered into a purchase/sale agreement. The State of
15 Oregon is a substantial participant, and the District will submit a local option levy. He
16 recommended that the forestry tour include the District's forest, which will bring safe,
17 clean water to the rural community. The forest will also conserve and protect the flora,
18 fauna, and scenery that have made tourism the county's largest industry. The forest
19 provides recreation opportunities to visitors and south county residents, helps keep the
20 air, streams, and beaches clean, and creates jobs and business.

21 Ben Dair Rothfuss, 1130 SW Morrison Street, Portland, stated he had a letter to submit.
22 *See hereto attached Exhibit A.*

23 Steele said she would forward Mr. Rothfuss's letter to the Commissioners.

24 Sullivan closed the public hearing.

25

26 **BUSINESS AGENDA**

27 12. Planning Commission Appointments {Page 321}

28 Community Development Director Henrikson presented the Staff report on the Planning
29 Commission and presented options for appointing Commissioners.

30 Sullivan called for nominations for the incorporated position.

31 Nebeker nominated Chris Farrar.

32 Kujala nominated David Oser.

33 Thompson stated she recommends the Board refrain from making appointments at this
34 meeting and stated she would vote no on all appointments made at this meeting. She
35 has great respect for those serving on the Commission and for those who have applied
36 as well.

37 *The Board voted to appoint Chris Farrar to the incorporated position on the Planning
38 Commission with the term expiring on June 30, 2024.*

39 *Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*

40 *Voting Nay: Commissioner Thompson, Commissioner Kujala*

1 Sullivan called for nomination for the District 3 position.
2 Nebeker nominated Lam Quang.
3 *The Board voted to appoint Lam Quang to the District 3 position on the Planning*
4 *Commission with the term expiring on June 30, 2022.*
5 *Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*
6 *Voting Nay: Commissioner Thompson, Commissioner Kujala*
7 Sullivan called for nominations for the District 2 position with the term expiring June 30,
8 2024.
9 Nebeker nominated Robert Stricklin.
10 Kujala stated he knew Mr. Stricklin and believed he had been great. He agreed that the
11 Board should wait until next year to make appointments. Therefore, he would vote no.
12 Wev said she believed that waiting until next year was undemocratic and disrespectful
13 to the two outgoing members of the Board.
14 Kujala disagreed with Wev and said it is not reflection of working together and he thinks
15 they can continue to work together as a Board.
16 Sullivan stated that while the Commissioners do not agree on this, she had confidence
17 that in the next six months, the Commissioners would agree on many issues.
18 Commissioner Thompson said there was no animus or disrespect intended, and she
19 was sorry that had been perceived.
20 *The Board voted to appoint Robert Stricklin to the District 2 position on the Planning*
21 *Commission with the term expiring on June 30, 2024.*
22 *Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*
23 *Voting Nay: Commissioner Thompson, Commissioner Kujala*
24
25 13. Adopt Proposed Fee Schedule for Clatsop County to be implemented July 1,
26 2020 {Page 337}
27 Steele presented the Staff report on the proposed Fee Schedule.
28 Sullivan asked if the proposed changes were to cover costs and bring the fees in line
29 with other fees.
30 Steele explained that Staff emailed a spreadsheet to all departments that have fees and
31 asked the departments how much time it takes to do the work and the average fully
32 loaded costs of the person who does the work. Some fees have not been looked at for
33 the last five years. Some fees need to increase and some fees need to decrease. Staff
34 also looked at other jurisdictions and the amount of time it takes to provide a service.
35 Fees also depend on the cost of materials to provide the service. For example, the
36 Public Health Department charges fees for vaccines, birth control, and implants.
37 Sullivan stated these fees have nothing to do with caring for the community and are
38 simply to cover costs. Staff does an amazing range of work, and she appreciated the
39 careful thought.

1 Nebeker believed it was important for the public to understand that raising the fees will
2 cover costs so that Staff can continue to provide services. There was a
3 misunderstanding when Commissioner Elect Toyooka said in his campaign that she
4 was responsible for raising fees for people in community health. While that is true, the
5 campaign made it sound like she did something punitive. She hoped Staff would put her
6 message out to counter that campaign so that people would not think Staff was raising
7 rates to make a profit.

8 Sullivan called for public comments. There was none.

9 *Motion made by Commissioner Nebeker, seconded by Commissioner Thompson to*
10 *adopt the proposed Fee Schedule for Clatsop County to be implemented July 1, 2020*
11 *as presented.*

12 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
13 *Commissioner Wev, Chair Sullivan.*

14

15 14. Adoption of FY 2020-21 Budget for Clatsop County Rural Law Enforcement
16 District {Page 364}

17 Steele presented the Staff report on the FY 2020-2021 budget for Clatsop County Rural
18 Law Enforcement District.

19 *Motion made by Commissioner Thompson, seconded by Commissioner Nebeker to*
20 *adopt the FY 2020-2021 budget by organizational unit, imposing taxes, categorizing*
21 *taxes and making appropriations for the Clatsop County Rural Law Enforcement District*
22 *as approved by the Budget Committee or as revised by the Board.*

23 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
24 *Commissioner Wev, Chair Sullivan.*

25

26 15. Adoption of FY 2020-21 Budget for Clatsop County Road District Number 1
27 {Page 368}

28 Steele presented the Staff report on the FY2020-2021 budget for Clatsop County Road
29 District Number 1.

30 *Motion made by Commissioner Thompson, seconded by Commissioner Wev to adopt*
31 *the FY 2020-2021 budget by organizational unit, imposing taxes, categorizing taxes and*
32 *making appropriations for Clatsop County Road District Number 1 as approved by the*
33 *Budget Committee or as revised by the Board.*

34 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
35 *Commissioner Wev, Chair Sullivan.*

36

37 16. Adoption of FY 2020-2021 Budget for Westport Sewer Service District {Page
38 374}

39 Steele presented the Staff report on the FY 2020-2021 budget for the Westport Sewer
40 Service District.

41

1 *Motion made by Commissioner Wev, seconded by Commissioner Nebeker to adopt the*
2 *FY 2020-2021 budget by organizational unit, imposing taxes, categorizing taxes and*
3 *making appropriations for the Westport Sewer Service District as approved by the*
4 *Budget Committee or as revised by the Board.*
5 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
6 *Commissioner Wev, Chair Sullivan.*

7
8 17. Adoption of Fiscal Year 2020-21 Budget for Clatsop County 4-H & Extension
9 Special District {Page 377}

10 Steele presented the Staff report on the FY 2020-2021 budget for the Clatsop County 4-
11 H and Extension Special District.

12 *Motion made by Commissioner Kujala, seconded by Commissioner Nebeker to adopt*
13 *the FY 2020-2021 budget by organizational unit, imposing taxes, categorizing taxes and*
14 *making appropriations for Clatsop County 4-H and Extension Special District as*
15 *approved by the Budget Committee with staff recommended changes.*
16 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
17 *Commissioner Wev, Chair Sullivan.*

18
19 18. Adoption of FY 2020-2021 County Budget {Page 381}

20 Steele presented the Staff report on the FY 2020-2021 County budget.
21 *Motion made by Commissioner Nebeker, seconded by Commissioner Thompson to*
22 *adopt the FY 2020-2021 County Budget by organizational unit, imposing taxes,*
23 *categorizing taxes, levying for bonded debt, and making appropriations as approved by*
24 *the Budget Committee with Board requests as well as the staff recommended changes.*
25 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
26 *Commissioner Wev, Chair Sullivan.*

27
28 19. Reporting of Improper Governmental Conduct Policy {Page 389}

29 Bohn presented the Staff report on the proposed Reporting of Improper Governmental
30 Conduct Policy. One of the county's goal is to maintain public trust while maintaining an
31 ethical culture that reinforces compliance with laws, statutes, and policies. This policy
32 provides a framework to report concerns and/or complaints of improper governmental
33 conduct. In addition, the County has partnered with EthicsPoint to provide a public
34 hotline where complaints of an alleged violation can be filed and remain confidential if
35 desired.

36 Chair Sullivan said she was pleased that Staff presented this policy to the Board.

37 *Motion made by Commissioner Nebeker, seconded by Commissioner Thompson to*
38 *adopt the resolution approving the Reporting of Improper Governmental Conduct Policy.*
39 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
40 *Commissioner Wev, Chair Sullivan.*

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20. Request Governor include Clatsop County in Mask, Face Shield and Face Covering Guidelines

Bohn presented the Staff report on the proposed face covering requirements for Clatsop County. The Public Health Staff is supportive of the request along with the partnering cities.

Thompson stated this was an issue of public safety and public health. She asked what objections had been raised in public comments.

Bohn responded that people expressed concerns about losing choice. People want to wear face masks because it is a decision they are making and not be compelled by government to wear masks.

Motion made by Commissioner Kujala, seconded by Commissioner Thompson to authorize the Clatsop County Board of Commissioners Chair to sign a letter requesting that Clatsop County be included in the State guidelines regarding face coverings.

Nebeker requested the motion be changed to require that masks be worn in large public gatherings.

Bohn explained that the motion would align Clatsop County with the Governor’s guidelines, but the County could create an emergency order just for that provision if public gatherings became a problem.

Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan.

GOOD OF THE ORDER

Nebeker said in the last few weeks, she had been contacted by more than one constituent about their loss of loved ones in elder care facilities, who they were not allowed to visit. The patients became more disoriented and deteriorated very quickly because family was not allowed to visit. It is difficult for the facilities to provide ways for families to visit amid COVID-19, but it would be worth looking into the problem. Prior to COVID-19, patients were dependent on being visited by family. She’s hoping there is a solution.

Sullivan stated she would bring the issue up to the North West Senior Disability Services Board.

Kujala added that the hospital had been wrestling with visitation guidelines, and it is very difficult to ensure safety. He said Steele did a wonderful job and he appreciated all of her hard work in putting the budget together under these circumstances. Lastly, he stated that he looked forward to working with the Board over the next six months and the strategic planning process the Board would be taking on together. He believed the next six months would be very productive.

ADJOURNMENT 7:30 P.M.

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Approved by,

Kathleen Sullivan, Chairperson

Dear Clatsop County Commissioners,

I would like to share this letter of comment to give background on the development of the Arch Cape Community Forest and clarify the key differences between the operating model of community forests compared to protected reserves. Arch Cape was allocated \$1 million dollars in FY 2020 Federal Forest Legacy Funding and has been recommended for \$2.5 million dollars in FY 2021. Thus with the successful culmination of this project, the contribution from Clatsop County will leverage \$3.5 million in federal funds.

I work for a regional nonprofit organization, Sustainable Northwest, which works to ensure that both rural communities and urban centers have healthy landscapes, resilient economies, and engaged communities. We act as a third-party facilitator and certifier for natural resource plans and also operate a wood warehouse that sells sustainable lumber. In 2017 we received a multi-year grant from the Meyer Memorial Trust to offer services to communities on the coast.

First, I wish to recognize the ground-breaking work done by the North Coast Land Conservancy in realizing their vision for the Rainforest Reserve. The project I describe today is physically separate and legally distinct from the Land Conservancy transaction and it relies on a different business plan for its success. The District has an option to purchase 1,500 acres of a 5,000 acre property known as "Onion Peak." The District's proposed acquisition encompasses both its lower elevations and more accessible, productive timber. What they have in common is that both projects benefit from strong partnerships with the current landowner, EFM Investments & Advisory, with Clatsop County leadership, and with local experts such as the foresters based out of the Gearhart office of Lewis & Clark Timberlands.

We have spent the last 6 months closely analyzing the timber resource of the proposed acquisition and developing a 20-year business plan. Under the District's ownership, the forest management plan will prioritize the provision of clean and safe water, while allowing for sustainable harvest. However, the property is relatively small by timber industry standards and the young age of the trees means that public dollars are needed today to bridge the gap until the investment matures. While the exact numbers are under a nondisclosure agreement, once the young trees on the property reach a mature age, the District will be able to count on timber growth to earn the equivalent of a 4% "forestry dividend." Future revenues will be returned to the District for use in property stewardship and capital improvements that serve ratepayers, residents, and the tourists who now make up such a large segment of weekend visitors.

In closing, I want to emphasize the fleeting nature of this opportunity. It is through persistence and the buy-in of the Oregon Department of Forestry, U.S. Forest Service, and members of congress that Arch Cape was allocated \$1 million dollars in FY2020 Forest Legacy Funding and recommended for \$2.5 million in FY2021. This funding can cover up to 75% of the project cost, but local match is required. The Arch Cape Domestic Water Supply District has a small rate-base and, while it is also planning for local contributions and evaluating a state revolving fund loan, the County contribution is truly necessary to avoid placing an outsize burden on residents. Clatsop County has publicly committed its support to this project - how it proceeds will be a matter of record and a lasting legacy. We stand ready to provide any additional information or context that those new to county government might need in order to understand its value to the taxpayers and citizens of Clatsop County.

Sincerely,
Ben Dair Rothfuss, Sr. Mgr. Conservation Finance
T: (503) 221-6911, E: bdair@sustainablenorthwest.org
1130 SW Morrison Street, Suite 510, Portland, Oregon 97205

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, July 08, 2020**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Sarah Nebeker
Commissioner Lianne Thompson
Commissioner Mark Kujala
Commissioner Pam Wev
Chair Kathleen Sullivan

AGENDA APPROVAL

Motion made by Commissioner Thompson, Seconded by Commissioner Nebeker to approve the Agenda.
Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

PROCLAMATION

4. Proclamation of July 19-25, 2020 as Pretrial, Probation, and Parole Supervision Week {Page 23}

Bohn introduced the Proclamation which recognizes the staff of the important work they do to make the community a safer place to live. These are vital staff who play an integral role for folks who are transitioning in their lives.

Motion: "Move that the Board proclaim July 19-25, 2020 as Pretrial, Probation, and Parole Supervision Week."

Motion made by Commissioner Nebeker, Seconded by Commissioner Thompson.
Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

Nebeker said the Pretrial Program has been a big success and they have seen dramatic improvement since this program began.

Sullivan read the Proclamation.

BUSINESS FROM THE PUBLIC

Clerk of the Board read two letters into the record.

Robert Holland – see hereto attached Exhibit A.

1 Dawn Piippo and Terry Bihl – *see hereto attached Exhibit B.*

2 **CONSENT CALENDAR**

3 *Motion made by Commissioner Thompson, Seconded by Commissioner Nebeker to*
4 *approve the Consent Calendar.*

5 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
6 *Commissioner Wev, Chair Sullivan*

7 5. Board of Commissioners Regular Meeting Minutes 5-27-20 {Page 26}

8 6. Board of Commissioners Regular Meeting Minutes 6-10-20 {Page 37}

9 7. IGA Amendment # 10 with Oregon Health Authority (OHA) {Page 43} MMC
10 signed on 7/8/20

11 8. Consider an offer on surplus County property {Page 62}

12 9. Contract for Guardrail Installation {Page 71}

13 10. Award of six-month contract to Bio-Oregon for purchase of fish food {Page 99}

14 11. Resolution & Orders Setting Assessments for Diking Districts 5, 11 and
15 14, for fiscal year 2020-21 {Page 147}

16 **COMMISSIONER'S LIAISON REPORTS**

17 Wev said there have been huge delays of the unemployment compensation. She said
18 because our unemployment rate has been low in the past, limited resources were
19 available. However, since unemployment has increased in the last few months, funding
20 will also increase. Representative Bonamici had a webinar on climate change. There is
21 an action-oriented report which describes the kinds of climate initiatives that need to be
22 taken.

23 Kujala appreciated the op-ed the Commissioners put together and is proud of how much
24 the health department has accomplished in the past four months.

25 Thompson is working on broadband in hopes to get the coast covered in broadband.
26 The Oregon Housing Stability Council will be meeting to discuss the challenges of
27 housing. The Department of Forestry will be hosting a public meeting regarding the
28 Habitat Conservation Plan. She is delighted to move forward and work on the Strategic
29 Plan.

30 Nebeker attended the CREST budget meeting. She said there will be a geomorphic
31 study of Big Creek and they have received funds for the study which will allow them to
32 develop a long-term restoration plan. She attended the Human Services Advisory
33 Council and they will be bringing a change to the by-laws. Clatsop Behavioral
34 Healthcare now owns the North Coast Crisis Respite Center.

35 Sullivan attended the Northwest Senior and Disabilities Services meeting. They are still
36 in need of committee members. She continues to be concerned about the process
37 involved with how the FTLAC meetings are being cancelled. Sullivan will attend the
38 Department of Forestry meeting on the Habitat Conservation Plan. Senator Merkley will
39 be hosting a Clatsop Town Hall meeting. Sullivan acknowledged that Clatsop County
40 will have two students attending the 4-H Congress.

1 **COUNTY MANAGER'S REPORT**

2 Bohn said staff are working on the website and making improvements. Feedback is
3 appreciated from the Board. Tucker Creek and John Day Bridge projects have started.
4 Staff are working on a community engagement plan on the Mainline project. There will
5 probably be increased cases from COVID-19 in the community. Bohn commended the
6 Board for the op-ed piece that was in the Daily Astorian.

7 **PUBLIC HEARING**

8 12. Public Hearing on the transfer of mineral rights to the surface owners of property
9 {Page 154}

10 Sirpa Duoos, Personal Property Specialist, said the county received a request to
11 relinquish the county's reserved mineral rights to Onion Peak, LLC and Ecotrust
12 Forests II, LLC. Staff obtained a report from 2017 which concluded there is no
13 probable value of mineral rights. There are no quarries on the portions where the
14 county retained the mineral rights. Staff have concluded that there is little or
15 doubtful value on the mineral rights and that it would be in the best interest of the
16 county to convey such rights to the record owners of the surface rights. The
17 surface rights owners have made a deposit to cover the costs.

18 Sullivan opened the public hearing. No public testimony. Sullivan closed the
19 public hearing.

20 *Motion: "Approve the transfer of the mineral rights by adopting the Resolution &
21 Order, and authorize the Chair to sign the quitclaim deeds."*

22 *Motion made by Commissioner Nebeker, Seconded by Commissioner
23 Thompson.*

24 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner
25 Kujala, Commissioner Wev, Chair Sullivan*
26

27 **BUSINESS AGENDA**

28 13. Cost of Living Adjustment for Unrepresented Employees {Page 169}

29 Kelly Stiles, Human Resources Director, proposed a 2.5% COLA increase for
30 unrepresented employees which would be in line with all the bargaining units.
31 This amount is less than the budgeted amount that the budget committee passed
32 in June.

33 Thompson said this has been an extraordinary year and she would like to
34 recognize staff and maintain parity and award a 2.5% COLA to unrepresented
35 staff.

36 The Board supports the staff recommendation.

37 *Motion: "Approve the attached Resolution and Order implementing a cost of
38 living adjustment of 2.5% for Clatsop County unrepresented, confidential, casual,
39 and contracted employees, effective July 1, 2020."*

1 *Motion made by Commissioner Thompson, Seconded by Commissioner*
2 *Nebeker.*

3 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*
4 *Kujala, Commissioner Wev, Chair Sullivan*

5 14. Extend Emergency Declaration related to COVID-19 {Page 171}

6 Bohn said the recommendation is to designate the county's declaration to be the
7 same as the Governors. At this time, the date is September 4th. If the date
8 changes, the county would mirror what the governors is. The biggest reason of
9 having the declaration is so the county could be eligible for reimbursements for
10 expenditures related to COVID-19.

11 Thompson asked if there is anything different that could be done to help people
12 understand that wearing masks is necessary. Bohn said everyone is vulnerable
13 to the pandemic and there needs to be coordinated movement as a community.
14 Everyone needs to do their part.

15 Nebeker and Kujala reiterated that the reason for the masks is to keep
16 businesses open and to keep the economy going.

17 *Motion: Approve the resolution extending the Emergency Declaration to coincide*
18 *with the Governor's Declaration.*

19 *Motion made by Commissioner Wev, Seconded by Commissioner Nebeker.*

20 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*
21 *Kujala, Commissioner Wev, Chair Sullivan*

22
23 **GOOD OF THE ORDER**

24 **ADJOURNMENT**

25 7:10 PM

26 Approved by,
27
28

29 _____
30 Kathleen Sullivan, Chairperson

Theresa Dursse

From: Robert Holland <drbobholland@me.com>
Sent: Thursday, June 25, 2020 11:11 AM
To: Board of County Commissioners
Cc: Don Bohn
Subject: Public Comment--Mainline property purchase

Please include this e-mail on the public comment section at the next meeting (7-8-2020):

I am writing you as a resident of the county, where we live adjacent to the Mainline road at the intersection of Mainline and Patterson Lane. It has come to the attention of local residents that the county has quietly planned purchase of the old sorting yard off Ft. Clatsop road as well as the Mainline road. The exact plans including clear description of use, traffic flow changes/impact, environmental impact and input from the local residence has not been forth-coming. Prior to any county commitment, it is essential to more openly discuss these issues in a public forum, especially to include input from the local residents living adjacent to the area in question, who will be most affected. I strongly urge not rushing into any decision prior to this exchange of information.

We would strongly support moving county shops into the area of the old sorting yards at the junction of Mainline and Fr. Clatsop road. The size of the site is generous, access is adequate and it sits out of the danger from tsunami damage.

On the other hand, expansion/improvement of Mainline road, though, would serve no un-met need! Adequate county roads between rural Astoria and Seaside already exist within a few hundred yards of the Mainline and the addition of a new through-put would be redundant and totally unnecessary.

For Mainline to be available as a tsunami evacuation route would require only removal of the several gates blocking the roadway. Traffic in an evacuation would be one-way and not require development of a second, opposite direction, lane.

Besides being of no value to the county, expanding and widening of Mainline would serve as a detriment to the local area and the residents by increasing high-speed traffic, increasing noise, increased pollution, significant safety concerns, reduced local security and would require removal of trees and foliage which provide shade, wildlife refuge and the beauty that makes rural Oregon a desirable place to live.

Again, I encourage patience and more transparent decision making. A public meeting with those most affected by this purchase and a complete explanation from the county prior to any purchase, should be called in the immediate future.

Thank you,

Robert L. Holland, MD, PhD

Camille Holland MS

34951 Patterson Lane
Astoria, OR 97103

Theresa Dursse

From: Dawn <mrspiippo@gmail.com>
Sent: Tuesday, June 30, 2020 8:08 AM
To: Board of County Commissioners; Kathleen Sullivan; Lianne Thompson; Mark Kujala; Sarah Nebeker; Don Bohn; Public Works Roads Department; Pamela Wev
Subject: For Public Comment re: the county acquisition of the Crown-Zellerbach Mainline, old Sorting Yard and "Crown Camp"

Good Afternoon Clatsop County Commissioners, City Manager and Public Works,
This email is for public comment.

My name is Dawn Piippo I am voicing my concern on behalf of myself, my mother Terri Bihl (owner) and our family; our address is 34893 Patterson Lane Astoria, OR 97103.

The reason for this email is to express our concern regarding the land sale/trade of the Crown-Zellerbach Mainline, sorting yard, and other pieces of property near to the mainline, between James "Ace" Neikes, The Campbell Group and others to Clatsop County.

First and foremost, we want to know what the plan is for the county acquiring this property.
What is going to be done with it?

Is the county planning to open the current mainline as a public road for anyone to drive down from Loukas Lane (@Fort Clatsop road and the old sorting yard) through to the end of Lewis and Clark where it meets at the current "Crown Camp"?

Is the county planning to expand the mainline to a two lane road? If so, how will the county do this?

Will you be taking property from current landowners on each side of the mainline?

How will the county keep to the RA-5 zoning if you are taking from these properties? This will affect the value of these properties as well.

How will the bridge/culvert that goes over the current mainline be retrofitted? (As it sits, there's not enough room for two vehicles.)

Is the county just acquiring this property to use the two ends such as the old sorting yard, and/Or the Crown Camp area for the new county shops so as to remove them from the tsunami zone?

Is the county just acquiring the property to have it and maintain it, making zero changes to the mainline itself?

Will the county begin maintaining other roads as people will turn down the gravel roads lost/to turn around and cause additional wear and tear that the residents have to pay to repair? (i.e. gravel replacement)

What is the timeline if this project is moving forward?

These roads were locked with gates for a reason; taking them down, and turning this into a thoroughfare through our backyards defeats that entire purpose.

Regardless of speed limit, there will be irresponsible people who will use that road with excessive speed, causing accidents, damage to property, injuries or even worse.

In addition, the amount of trespassing we have seen increase in the past few months has also become an issue, and will continue to be an issue with an open road.

The residents need answers and clear communication of what is happening literally in our own backyards.

We are deeply concerned, and frustrated that this has become a real possibility in our neighborhood.

The residents up and down the mainline use this for walking, biking, hiking, riding horses, walking animals, etc.

There is strong opposition from the neighborhood regarding this matter, and we very much hope that you take this into consideration.

We are asking you to reconsider.

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, July 22, 2020**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Sarah Nebeker
Commissioner Lianne Thompson
Commissioner Mark Kujala
Commissioner Pam Wev
Chair Kathleen Sullivan

AGENDA APPROVAL

Nebeker moved the Board remove item #5 from the Consent Calendar be remanded back to the Arts Council for review and Thompson seconded.

Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

Motion made by Commissioner Thompson, Seconded by Commissioner Nebeker to adopt the amended agenda.

Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

BUSINESS FROM THE PUBLIC

None.

CONSENT CALENDAR

Motion made by Commissioner Nebeker, Seconded by Commissioner Thompson.

Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

~~5. Arts Council new Mission Statement {Page 12}~~

6. Non-profit funding agreement with Clatsop Economic Development Resources (CEDR) {Page 16}

7. Ballot Sorter Purchase {Page 19}

8. Rock Crushing Contract {Page 30}

9. Sheriff's Office – Generator Replacement {Page 44}

COMMISSIONER'S LIAISON REPORTS

1 Thompson will be attending the Oregon Broadband Advisory Council meeting. She
2 attended the Coordinated Care Organization (CCO) Risk Share Board meeting. They
3 will experience a decrease in state revenue due to COVID. They are going to consult
4 with actuaries and are looking for investment strategies on housing, broadband and
5 childcare.

6 Wev listened to Representative Bonamici's webinar on childcare. She is curious what
7 role the county can play in childcare. Wev requested that the CCO give a presentation
8 to the Board. She would like to see a closer collaboration with the CCO.

9 Nebeker attended the virtual meeting with Representative Bonamici also. She watched
10 the press conference with the Governor and she feels the Governor has done very well
11 for Oregon. Nebeker thinks Oregon will be in a constitutional crisis with what is going on
12 in Portland.

13 Sullivan attended the Board of Forestry meeting. She requested the Habitat
14 Conservation Plan be added to a work session. Sullivan stated her support of the
15 Habitat Conservation Plan and her dismay of the lack of communication going on with
16 the Council of Forest Trust Lands Advisory Committee. She attended Representative
17 Bonamici's town hall.

18 Kujala recognized Dr. Heinitz and the Public Health Department in all that they are
19 doing through these trying times. He hears feedback from the community on the good
20 communication from the Bohn and the Dr. Heinitz.

21

22 **COUNTY MANAGER'S REPORT**

23 Bohn said Terry Moore, Portland State University, will be reaching out to the Board to
24 talk about the next work session and focus groups. Bohn said staff have a commitment
25 for community engagement regarding the Public Work Resiliency Project. There have
26 been no decisions made as of yet. It will be a public process. The auditors are in-house
27 working on the 2019-20 audit. Bohn thanked the Board for their feedback on
28 improvements on the website.

29 Bohn said COVID has strained everyone and it is a very layered and complex
30 environment. Bohn said the process is to communicate and listen. There will be an all
31 staff meeting to discuss the reopening plan.

32 **BUSINESS AGENDA**

33 10. Adoption of Fiscal Year 2020-21 County Budget

34 Steele said the Board has already adopted the budget but the Resolution had the levy
35 for bonded debt in the wrong column. This does not change the adopted budget, this is
36 a line item correction.

37 *Motion made by Commissioner Wev, Seconded by Commissioner Thompson to*
38 *approve the Resolution & Order re-categorizing the Levy for Bonded debt amount of*
39 *\$1,360,300 to be excluded from the General Government Limitation as presented and*
40 *authorize the Chair to sign.*

1 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
2 *Commissioner Wev, Chair Sullivan*

3

4 **GOOD OF THE ORDER**

5 Nebeker supports a work session on the Habitat Conservation Plan. Wev agrees.
6 Nebeker thinks there is some misunderstandings from the public and would like to have
7 a public meeting. Thompson said the community is divided on this issue and thinks
8 everyone needs to be listened to.

9 **ADJOURNMENT**

10 6:39 P.M.

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Approved by,

Kathleen Sullivan, Chairperson

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title: Consider a transfer of property to the Girl Scouts of Oregon and Southwest Washington Inc.

Category: Consent Calendar

Prepared By: Sirpa Duoos, Property Management Specialist

Presented By: Sirpa Duoos, Property Management Specialist

Issues Before the Commission: Consider a transfer of County tax foreclosed property to Girl Scouts of Oregon and Southwest Washington, Inc. (Girl Scouts)

Informational Summary: Earlier this year staff discussed in a work-session the possibility of transferring the leased Girl Scouts property to their organization; Girl Scouts of Oregon and Southwest Washington, Inc. They are a non-profit 501 (C) (3) organization.

Clatsop County has enjoyed a long relationship with the Girl Scouts dating back to 1952 when the cabin at 1215 Broadway Street was built. This was accomplished by volunteers with community donations and fundraising by the scouts. A formal lease was entered into in 1989 and has been updated a couple of times due to name and lease area changes. An annual lease payment of \$1 has been received through 2024. This popular cabin is the most visited location in Oregon and southwest Washington by the scouts.

The cabin is aging and each repair needs prior approval of the County Commission. County's leased properties require a large amount of time and potential costs to oversee. Additionally, staff believes that it would also be easier for the Girl Scouts to obtain grants and funding for repairs if they own the building. The most recent repairs have been to make the bathroom and shower area ADA compliant and to build a fence around the property for better safety and security.

This lease will terminate by law when the quitclaim deed is recorded.

A reversionary clause will be included stating that it shall be used for youth scouting purposes, and if not so used, it will automatically revert to Clatsop County.

Fiscal Impact: Girl Scouts will pay the cost of \$92.00 for recording of the deed.

Options to Consider:

1. Approve the transfer of the property to Girl Scouts of Oregon and Southwest Washington, Inc.
2. Take no action

Staff Recommendation: Option #1

Recommended Motion:

Adopt the Resolution & Order approving the transfer of the property to Girl Scouts of Oregon and Southwest Washington, Inc. and authorize the Chair to sign the deed.

Attachment List

- A. Resolution & Order
- B. Email from Girl Scouts of Oregon and Southwest Washington, Inc.
- C. Quitclaim deed
- D. Map

Sirpa Duoos

From: Harmony George <HGeorge@girlscoutsosw.org>
Sent: Tuesday, July 7, 2020 11:30 AM
To: Board of County Commissioners
Cc: Karen Hill; Ellen Steel (EllenLouiseSteel@gmail.com); Sirpa Duoos
Subject: Property at 1215 Broadway Street, Seaside Oregon

Dear Commissioners,

We are very happy to accept your offer of ownership of this facility in Seaside. It is well used and well loved by our Girl Scouts. In fact, it is our most visited property!

Thank you for transferring it at a consideration of zero and we will pay the recording fee. Please confirm the amount and to whom the check should be made. Further, we agree to return the property to Clatsop County should the property cease to be used for youth scouting activities.

Thank you for this opportunity.

Respectfully,
Harmony



Harmony George
CFO/VP Business Services
Pronouns: She/Her/Hers
Girl Scouts of Oregon and Southwest Washington
9620 SW Barbur Blvd.
Portland, OR 97219
T 503.977.6816 F 503.892.7604

**Keep her engaged and
inspired in challenging times.**
[Renew now at girlscoutsosw.org/renew.](https://www.girlscoutsosw.org/renew)

AFTER RECORDING RETURN TO GRANTOR:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:
Girl Scouts of Oregon and Southwest Washington
9620 SW Barbur Blvd.
Portland, OR 97219

QUITCLAIM DEED

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Girl Scouts of Oregon and Southwest Washington, Inc., an Oregon corporation, Grantee**, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County, State of Oregon, for youth scouting purposes and if not so used, the property shall automatically revert to Clatsop County. The property is described as follows:

LEGAL: Lot 11 and the East 10 feet of Lot 10, Block 2, Hill's Second Addition to Ocean Grove, in the City of Seaside, County of Clatsop, State of Oregon

ASSESSOR'S ACCT. NO. 61022BC01280
ACCT. ID No. 13120
SITUS ADDRESS: 1215 Broadway St., Seaside, OR

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **ZERO (\$0) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____day of August 2020.

Kathleen Sullivan, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of August 2020 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

N/A



BROADWAY ST

BROADWAY ST

1200

1303

1302

GIRL SCOUTS

SUNSET EMPIRE PARKS
& RECREATION DISTRICT

1305

1304

AVENUE A

AVENUE A

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title: Consider a transfer of property to the Sunset Empire Park and Recreation District

Category: Consent Calendar

Prepared By: Sirpa Duoos, Property Management Specialist

Presented By: Sirpa Duoos, Property Management Specialist

Issues Before the Commission: Consider a transfer of County tax foreclosed property to Sunset Empire Parks and Recreation District (SEPRD)

Informational Summary: Earlier this year staff discussed in a work-session the possibility of transferring the Mary Blake Playhouse located at 1222 Avenue A in Seaside to SEPRD. The former Boy Scouts cabin was built around 1940 and moved to its current location during the 2008 site prep for the adjacent Seaside Public Library. The cabin was in disrepair with a leaky roof/chimney and much dry rot, including sagging support beams. The Boy Scouts were no longer using it and the Kiwanis, who had coordinated the Boy Scout troop meetings, chose not to continue at this site. The cabin sat un-used for a couple of years.

In 2010, Mary Blake, the former director of SEPRD, had a great idea to fix up the cabin and use it for the benefit of a youth drop-in center. SEPRD, in conjunction with the City of Seaside, repaired the cabin and in 2011 SEPRD entered into a lease agreement with Clatsop County (for the building only,) for a ten-year term with the option to renew for four successive terms of ten years each. In 2013 the building was dedicated as the Mary Blake Playhouse in her honor.

At that time the land under the playhouse was part of the Girl Scouts lease to the north, which in 2014 was then renewed to include only what is in the Girl Scouts current use and to exclude the land under the Mary Blake Playhouse. The issue at hand is that County does not have a lease with SEPRD for the land that the playhouse resides on. Because of this unique situation, County staff ends up spending time with any type of need, issue, or repair that arises on this property and the County currently receives 1\$ annually for the lease of the cabin. This lease will terminate by operation of law once the quitclaim deed is recorded.

Staff is proposing to transfer this property and the playhouse to the SEPRD and to include a reversionary clause that it shall be used for youth, park, and recreational activities for not less than 20 years, and if not so used, it will automatically revert to Clatsop County.

Fiscal Impact: SEPRD will pay the cost of \$92.00 for recording of the deed.

Options to Consider:

1. Approve the transfer of the property to the Sunset Empire Parks and Recreation District
2. Take no action

Staff Recommendation: Option #1

Recommended Motion:

Adopt the Resolution & Order approving the transfer of the property to the Sunset Empire Parks and Recreation District and authorize the Chair to sign the deed.

Attachment List

- A. Resolution & Order
- B. Letter from Sunset Empire Parks and Recreation District
- C. Quitclaim deed
- D. Map

June 18, 2020

Clatsop County Board of Commissioners
800 Exchange Street, Suite 410
Astoria, OR 97103
commissioners@co.clatsop.or.us

Dear County Commissioners,

Thank you for your service and leadership in Clatsop County. I am particularly grateful for the wisdom and immeasurable time that elected officials have given during this time of pandemic in our County and throughout the world.

The Sunset Empire Park & Recreation District provides high quality recreation programs and facilities to the residents of South Clatsop County. The District is in its 51st year of service and maintains a passion for improving the health and wellness of our District residents and guests.

The District approaches the County today to request a transfer of a property from the County to the District. The property is located at 1215 Avenue A in Seaside, across from the Bob Chisholm Community Center and is known now as the Mary Blake Playhouse. The building had been previously known as the Boy Scout Cabin before it was renamed in 2013 after Mary Blake who had served as the General Manager of the District for the majority of her career.

The District has been a leasee of the building for some time and as such, we've enjoyed programming in the Playhouse. We utilize the space for providing space for youth programs, staff meetings and some recreation programs. Many community groups use the Playhouse for their meetings as well. The District has taken pride in maintaining the exterior and interior of the building and made improvements to the space to enhance its functionality.

At this time, SEPRD feels confident that they can continue to operate the building and serve our community, particularly the youth of the District through the provision of programs, support and activities that will aid their development and growth.

Thank you for your leadership in the County and thank you for your time in consideration of this proposal.



Skyler Archibald
Executive Director, Sunset Empire Park & Recreation District
sarchibald@sunsetempire.com

AFTER RECORDING RETURN TO GRANTOR:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEE:
Sunset Empire Parks & Recreation District
1140 Broadway Street/PO Box 514
Seaside, OR 97138

QUITCLAIM DEED

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Sunset Empire Parks and Recreation District, an Oregon Special District, Grantee**, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County, State of Oregon, for recreation, park and youth purposes for not less than 20 years and if not so used, the property shall automatically revert to Clatsop County. The property is described as follows:

LEGAL: Lot 38 and the East 10 feet of Lot 39, Block 2, Hill's Second Addition to Ocean Grove, in the City of Seaside, County of Clatsop, State of Oregon

ASSESSOR'S ACCT. NO. 61022BC01280
ACCT. ID No. 58881
SITUS ADDRESS: 1222 Avenue A, Seaside, OR

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **ZERO (\$0) DOLLARS.**



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title: FY 2020-21 budget and appropriations adjustments for the Public Health Dept. for unanticipated grant revenue from Columbia Pacific CCO in the amount of \$ 50,000.00 for Syringe Service Program (SSP) / Harm Reduction program supplies.

Category: Consent Calendar

Prepared By: Robyn Doré, Public Health Fiscal Coordinator

Presented By: Michael McNickle, Public Health Director

Issues Before the Commission: Request for Approval of FY 2020-21 budget and appropriations adjustments for the Public Health Dept. for unanticipated grant revenue from Columbia Pacific CCO in the amount of \$ 50,000.00 for Syringe Service Program (SSP) / Harm Reduction program supplies.

Informational Summary: Columbia Pacific Coordinated Care Organization will provide funding to Clatsop County Public Health for reimbursement of the costs of supplies used for administering a Syringe Service Program (SSP). Clatsop County Public Health will provide the staff and associated benefits for delivering the needle exchange services.

The project objectives are based upon evidence that shows Syringe Service Programs reduce the volume of Emergency Department (ED) visits and blood-borne disease transmissions. Syringe services programs serve as a bridge to other health services for diagnosis and treatment, such as for Hepatitis C virus (HCV), Human Immunodeficiency Virus (HIV), and treatment for substance use. People participating in SSPs show high readiness to reduce or stop their drug use. There is evidence that people who inject drugs and work with a nurse at an SSP or other community-based venue are more likely to access primary care than those who do not participate in an SSP, and may increase their access to Medication Assisted Treatment (MAT).

Fiscal Impact: \$ 50,000.00 in funding will be directly used for Harm Reduction supplies and made available for reimbursement up to \$ 50,000.00 by monthly invoicing from Clatsop County Dept. of Public Health to Columbia Pacific CCO.

Options to Consider:

1. Approve the LOA and Resolution and Order authorizing FY 2020-21 budget and appropriations adjustments as related to as detailed in Schedule A (attached).
2. Do not approve the LOA or Resolution and Order

Staff Recommendation: Option # 1

Recommended Action: *Approve the budget and appropriations adjustment request related to awarded grant monies from Columbia Pacific CCO, enabling the receipt and spending of such funds in FY 2020-21, authorizing the County Manager to sign the agreement as set forth.*

Attachment List

- A. Copy of LOA between CPCCO and Clatsop County Dept of Public Health
- B. Resolution and Order
- C. Schedule A

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2020-21 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated)
revenue from Columbia Pacific CCO for)
Syringe Service Program (SSP) / Harm Reduction)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2020-21 by authorizing expenditure of unanticipated grant revenue awarded to the Public Health Dept.

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, 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 294.338(3); 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 12th Day of August 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>		<u>Increase</u>	<u>Decrease</u>
Harm Reduction	007/4168/81-7315	\$ 50,000.00	
	007/9915/82-9968	\$ 50,000.00	

Comment:

This funding opportunity is for the time period of August 1st, 2020 to July 31, 2021.

We are requesting budget authority to receive and expend the grant dollars in FY 2020-21.

Prepared By: Robyn Doré, Public Health Fiscal Coordinator

**Columbia Pacific Coordinated Care Organization
Letter of Agreement**

This Letter of Agreement (Agreement) is between Columbia Pacific Coordinated Care Organization (CPCCO) and Clatsop County Public Health (Provider) for the time period of August 1, 2020 to July 31, 2021

Project: **Harm Reduction Program**
Provider Contact: **Michael McNickle**
E-mail: **mmcnickle@co.clatsop.or.us**

CPCCO Agreement Number: **20-0801**
CPCCO Project Number: **500060**
CPCCO Contact: **Mae Pfeil**
E-mail: **Pfeilm@careoregon.org**

I. Recitals

- A. Columbia Pacific CCO, LLC is a Limited Liability Corporation of which CareOregon, Inc., an Oregon nonprofit, public benefit corporation, is the single Member (owner).
- B. CPCCO is contracted with the Oregon Health Authority (OHA) to operate as a Coordinated Care Organization under the Oregon Health Plan via a Health Plan Services agreement (“CCO Contract”).
- C. Provider is contracted with CareOregon under a Provider Services Agreement, and subject to all the regulations of the Oregon Health Plan.

II. Project Description:

Funded projects will target CPCCO’s membership. Projects are based on best practice models and will focus on improving health outcomes, promoting wellness activities, and encouraging the use of data to improve outcomes.

The Harm Reduction Program will provide funding to Clatsop County Public Health for reimbursement of the costs of supplies used for administering a Syringe Service Program (SSP). Clatsop County Public Health will provide the staff and associated benefits for delivering the needle exchange services.

III. Project Objectives:

Evidence shows that SSP’s reduce the volume of Emergency Department (ED) visits and blood-borne disease transmissions. Syringe services programs serve as a bridge to other health services for diagnosis and treatment, such as for Hepatitis C virus (HCV), Human Immunodeficiency Virus (HIV), and treatment for substance use. People participating in SSPs show high readiness to reduce or stop their drug use. There is evidence that people who inject drugs and work with a nurse at an SSP or other community-based venue are more likely to access primary care than those who do not participate in an SSP, and may increase their access to Medication Assisted Treatment (MAT).

The goals of the Harm Reduction Project funding are to:

- A. Reduce Emergency Department visits related to sequelae from needle use in drug addiction cases
- B. Reduce transmissions of blood-borne diseases associated with reuse of needles
- C. Improve used needle disposal methods for members
- D. Improve member experience.
- E. Improve population health.

IV. Terms:

- A. Terms of this Agreement are effective **August 1, 2020** and will terminate **July 31, 2021**.
- B. Provider agrees to provide and pay staff and benefit costs estimated to be half of the cost to administer this program.
- C. Provider agrees to perform work toward meeting the project objectives during the period of this Agreement, including the provision of the naloxone vials and training to organizations in Clatsop, Tillamook and Columbia Counties needing to distribute vials to their respective communities.
- D. Provider agrees to send CPCCO monthly invoices for the cost of each month of supplies, no later than the 15th of the following calendar month. Invoices are to be sent to:

Mae Pfeil

Email addresses: Pfeilm@careoregon.org
COVendorinvoices@careoregon.org

- E. Provider agrees to send CPCCO quarterly project progress reports. The metrics for Provider to send in the quarterly progress reports are defined in **Exhibit A**, entitled Clatsop County Harm Reduction Project Metrics.

Progress reports are due on:

- a. **November 30, 2020** for the period of August 2020 through October 2020
- b. **February 28, 2021** for the period of November 2020 through January 2021
- c. **May 31, 2021** for the period of February 2021 through April 2021
- d. **August 31, 2021** for the period of May 2021 through July 2021

- F. Provider agrees to meet with CPCCO at a mutually agreed upon time should CPCCO request a site visit to meet with Provider and review project progress.
- G. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

V. Payment:

- A. Total funding amount is not to exceed **\$50,000.00**.
- B. CPCCO will pay Provider monthly reimbursement payments as invoiced for each monthly total supply cost for the SSP no later than 60 days after invoice receipt, subject to the funding limit specified above.

VI. General Provisions:

- A. Provider is not eligible to participate in or receive funding associated with this Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer

Review Committee or has documented contract and/or compliance issues. All funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

- B. CPCCO can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this Agreement at the time of immediate termination will be returned to CareOregon.
- C. Should the Provider's Health Care Services Agreement with CareOregon terminate, this funding will cease immediately upon written notification of termination and the Provider agrees to refund any amounts paid in advance prorated from the date of termination to the end of the time period outlined above.
- D. Either party can terminate this Agreement with or without cause upon providing 30 days written notice to the other party. Any payments yet not made at the time of termination will not be made.
- E. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- F. No amendment, modification, assignment, discharge of this Agreement, and no waiver hereunder, shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought.
- G. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- H. Both parties agree to seek written approval for, and provide, a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- I. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- J. General Warranty. Provider represents and warrants that Provider, or its agents possesses the knowledge, skill, experience and valid licensure necessary to perform the services and will do so with the maximum reasonable degree of quality and attention to detail, and in a timely manner.
- K. Insurance. Provider and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
- L. Waiver; Indemnity; Defense. Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other

Party for any claims arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- M. Compliance and Licensure. Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this the parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- N. HIPAA and HITECH. Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- O. Relationship of the Parties. CareOregon and Provider are independent entities who are entering into a contract for services. No provision of this Agreement is intended to create nor shall be construed to create any business or corporate relationship between

the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

- P. No Third-Party Benefit. This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- Q. Assignment or Delegation. Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.

Agreed to on behalf of **Clatsop County
Public Health:**

Agreed to on behalf of **Columbia Pacific
Coordinated Care Organization:**

Signature

Signature

Name: _____

Name: Mimi Haley

Title: _____

Title: Executive Director

Date: _____

Date: _____

Exhibit A
Clatsop County Harm Reduction Project Metrics

I. Quarterly Metric Reporting Requirements

Metric	Value
1. Number of Syringes distributed by location	Provide numbers for each: 1. Astoria 2. Seaside 3. Warrenton
2. Number of Returning SSP returning participants	Within the Reporting Quarter Period
3. Average Age of SSP participant	Within the Reporting Quarter Period
4. Number of SSP participant tested for presentation of specific disease or substance	Provide numbers tested for each: 1. HIV 2. Hepatitis C 3. Sexually Transmitted Disease 4. Fentanyl
5. Number of SSP participants according to response to drug of choice inquiry	Provide numbers for each substance: 1. Heroin 2. Opiates 3. Methamphetamine 4. Speed 5. Cannabis 6. Cocaine 7. Ethyl Alcohol (ETOH) 8. Blank/undisclosed
6. Number of naloxone kits provided by month	Within the Reporting Quarter Period
7. Number of fentanyl kits provided by month	Within the Reporting Quarter Period

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title:	Request from Warrenton School District to use Camp Kiwanilong for school purposes
Category:	Consent Calendar
Prepared By:	Sirpa Duoos, Property Management Specialist
Presented By:	Sirpa Duoos, Property Management Specialist

Issues Before the Commission: Request from Warrenton-Hammond School District to use certain space at Camp Kiwanilong four days a week for school purposes in the 2020-21 school year.

Informational Summary: Clatsop County has a 99-year lease with Camp Kiwanilong for approximately 180 acres off of Ridge Road in Warrenton, providing for youth activities. Camp Kiwanilong has a good working relationship with Clatsop County and is current with their annual \$1 lease payment.

Clatsop County received a request from Warrenton-Hammond School District to approve a proposed rental agreement between the school district and Camp Kiwanilong for the 2020-21 school year. This is part of the school districts plan to re-open and offer in-person programs safely and to expand the District's physical footprint, due to the pandemic.

In their request, the Warrenton-Hammond School Districts describes their planned use of the camp to meet the educational and social-emotional needs of their students safely, providing instruction on core academic subjects and enriched outdoor educational programs. The proposed use of the camp is for four days a week, Monday through Thursday, starting September 8, 2020 and running through June 17, 2021, excluding district scheduled holidays and breaks, when school is not in session.

The school district anticipates having 3 licensed teachers and 3-4 paraprofessionals on site and will provide for daily custodial and regular maintenance services. County will require to be named as additional insured by the school district.

Clatsop County's lease agreement with Camp Kiwanilong does address the "Use of Premises" in section 1 for camp facility and other youth activities and for no other purpose, which requires County's written consent and is in the County's sole discretion. Additionally, in Section 6

of the lease, "Right of Assignment" also requires County's written consent.

Staff is seeking the Board's written consent on the request from the Warrenton-Hammond School District.

Fiscal Impact: No fiscal impact to County.

Options to Consider:

1. Consent to the rental agreement between Camp Kiwanilong and Warrenton-Hammond School District No. 30 for the 2020-21 school year.
2. Deny the request
3. Take no action

Staff Recommendation: Option # 1.

Recommended Motion: *Adopt the Resolution & Order, consenting to the rental agreement between Camp Kiwanilong and Warrenton-Hammond School District from September 8, 2020 through June 17, 2021.*

Attachment List

- A. Letter from Warrenton-Hammond School District
- B. Camp Kiwanilong lease with Clatsop County
- C. Resolution & Order

WARRENTON-HAMMOND SCHOOL DISTRICT NO. 30

820 SW Cedar, Warrenton, OR 97146-9799 • Phone (503) 861-2281 • Fax (503) 861-2911

Clatsop County Board of Commissioners
800 Exchange Street, Suite 410
Astoria, OR 97103

July 29, 2020

Dear Clatsop County Board of Commissioners:

The Warrenton Hammond School District is seeking to rent Camp Kiwanilong for the purpose of conducting school programs there regularly throughout the 2020-2021 school year. This request is part of the district's plan to reopen schools and offer in-person programs safely for the upcoming school year. Having the opportunity to use the Camp Kiwanilong grounds and buildings will allow us to expand our "physical footprint" while increasing the outdoor educational programming we can offer. Both of these will us to better meet the educational and social-emotional needs of our students safely.

Details on the terms:

We are seeking a rental agreement for the use of Camp Kiwanilong for school programming purposes throughout the school 2020-2021 school year.

- Starting September 8, 2020 and running through June 17, 2021 and excluding district scheduled holiday and spring break weeks when school is not in session.
- Four days per week, Monday – Thursday.
- The rental agreement would address the responsibilities of the district and the camp for daily custodial and regular maintenance services.

Details on the program:

The district will use Camp Kiwanilong to serve students in grades 6th – 8th next school year. Students in these grades will be divided into two groups. Each group will attend school at Warrenton Grade School two days a week and have two days a week of on-site instruction at Camp Kiwanilong. The instructional emphasis when students are at WGS will be on the core academic subjects. The instructional emphasis when students are at Camp Kiwanilong will be on other key subject areas such as physical education and art, while also offering enrichment programs in outdoor education.

- We anticipate that 90 to 100 students would attend school at Camp Kiwanilong each day.
- We anticipate staffing the program with 3 licensed teachers and 3 to 4 paraprofessionals.
- Programs will be conducted as per ODE & OHA requirements for in-person instruction.
- The district's insurance carrier (PACE) has indicated our current coverage will be sufficient to cover claims emanating from the programs conducted at Camp Kiwanilong. The district would purchase additional insurance through PACE to cover any potential property damage.

Thank you for your consideration of our request to rent Camp Kiwanilong. Please contact me at (503) 468-9178 or rogozinski@warrentonk12.org with any questions or for additional information.

Sincerely,



Tom Rogozinski
Superintendent



P.O. Box 128 • Warrenton, OR 97146
503. 861.2933
campkiwanilongreservations@gmail.com

Dear Clatsop County Board of Commissioners:

Thank you for your long tradition of supporting our efforts to serve the youth in Clatsop County at Camp Kiwanilong. This is the first summer in 42 years that the Summer Youth Program did not take place. We had hundreds of disappointed campers, parents and summer staff. In addition, many other spring, summer and now fall youth programs and events are cancelled due to COVID 19. As we look ahead to months of uncertainty about when overnight programs and large youth events can resume at Camp K, we are encouraged about a unique opportunity to continue to serve the youth in Clatsop County in the meantime.

We are asking your permission to enter into a Rental Agreement with the Warrenton Hammond School District this fall. While our rental agreements are typically for a week or less, this agreement would be ongoing from Monday through Thursday for the entire 2020-2021 school year. The district would be required to provide insurance coverage and assist with custodial and maintenance services throughout the rental period. We feel this is a mutually beneficial opportunity that will enable us to fulfill our mission of serving Clatsop County Youth and allow students in our community to have safe distanced meaningful outdoor educational experiences as part of their instruction this year.

Thank you for your consideration of a Rental Agreement with Warrenton Hammond School District. Please contact us with any questions or for additional information.

Sincerely,

Marge Huddleston- Board Chair

After Recording Please Return to:
Clatsop County Property
Management
PO Box 719
Astoria, OR 97103



Recording Instrument #: 200401524
Recorded By: Clatsop County Clerk
of Pages: 8 Fee: 61.00
Transaction date: 2/5/2004 15:35:54
Deputy: tromeyn

LEASE AGREEMENT

DATE:

PARTIES: Clatsop County, a Political Subdivision of the State of Oregon
C/o Clatsop County Administrator
P.O. Box 179
Astoria, Oregon 97103
(503) 325-1000

("Lessor")

Camp Kiwanilong Board, Inc.
C/o Harold A. Snow, Attorney
P.O. Box 508
Astoria, Oregon 97103
(503) 325-2511

("Lessee")

THIS INDENTURE OF LEASE, made and entered into effective this 1st day of January, 2004, by and between **Clatsop County**, a political subdivision of the State of Oregon, hereinafter referred to as **Lessor**, and the **Camp Kiwanilong Board, Inc.**, an Oregon Non-Profit Association, hereinafter referred to as **Lessee**.

WITNESSETH:

IN CONSIDERATION of the covenants and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, Lessor does hereby lease, demise and let unto said Lessee those certain premises as depicted on Exhibit A, AS IS, and situated in the County of Clatsop, and State of Oregon.

TO HAVE AND TO HOLD the above described premises for a period of time commencing with the 1st day of January 2004 and ending at midnight on the 31st day of December 2103.

CONSIDERATION for this Lease shall be Lessee's payment of \$1.00 per year payable on or before January 1st of each year. Receipt of \$1.00 for the first year is hereby acknowledged. Plus, Lessee shall pay timely and annual payment of any real and personal property taxes attributed to Lessee's use of the demised premises, if Lessee fails to qualify for an

exemption. Lessee shall also pay all utility before the same are past due.

IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows:

SECTION 1. USE OF PREMISES

Lessee shall use the premises for a camp facility and other youth activities and for no other purpose without the express written consent of Lessor, said consent to be in Lessor's sole discretion. Lessee shall not make any unlawful, improper or offensive use of the premises.

SECTION 2. TITLE

Lessor makes no representation as to the suitability of the premises for any particular purpose. Lessor does not warrant or guarantee the extent to which it has title or interest in the premises, if any. Lessee waives any and all rights or claims they may have against Lessor, or any nature, which might arise at any time by reason of Lessor having less than clear title or no title to the premises; or that might arise as a result of Lessee's inability to make a particular use of the property.

SECTION 3. COMPENSATION FOR IMPROVEMENTS

3.1 Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease. Lessee hereby agrees to maintain and keep the premises, including all improvements constructed thereon, in good order and repair during the entire term of this Lease, at Lessee's own cost and expense. It is further agreed that Lessee will make no significant alterations, additions or improvements to or upon the premises without the written consent of Lessor first being obtained.

3.2 Lessee shall be responsible for and pay all utility costs associated with the use, construction and maintenance of the demised premises and any improvements constructed thereon.

3.3 Except as provided above, Lessee shall make no improvements to the premises, nor cause waste to the natural character of the premises without the express written consent of Lessor, said consent to be in Lessor's sole discretion.

3.4 Lessor is under no obligation to repair the premises in the event that they would be damaged or destroyed resulting from any occurrence of any kind.

SECTION 4. LIENS AND ENCUMBRANCES

Lessee shall not permit any lien or encumbrance of any kind, type, or description to be imposed upon the premises or upon any improvements presently located thereon or hereinafter constructed. Should Lessee allow the imposition of any such liens or encumbrances, Lessor, in its sole discretion, may expend whatever sums it deems appropriate to defend, negotiate or settle said lien or encumbrance and Lessee shall become liable to Lessor for any such sums expended by Lessor, including attorney fees.

SECTION 5. INSURANCE AND INDEMNITY

5.1 Lessee shall obtain and maintain liability insurance coverage satisfactory to Lessor, naming Lessor as an insured party and in amounts set out below:

- a. \$50,000 to any claimant for any number of claims or damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
- b. \$100,000 to any claimant for all other claims arising out of a single accident or occurrence.
- c. \$500,000 for any number of claims arising out of a single accident or occurrence.

Should the requirement of ORS 30.270 be amended, Lessee will alter their insurance to be consistent with any such amendment.

5.2 Lessee shall maintain fire and casualty insurance at replacement cost value on the major buildings on the premises. The major buildings at this time are the main lodge, Mitchell Lodge, the lavatory and pole building. Lessee shall use all insurance proceeds received to repair or replace a damaged structure.

5.3 Except for claims arising solely from the negligence of Lessor, its employees or its agents, Lessee agrees to indemnify and hold Lessor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with Lessee and their lease of the premises, including any claims for attorney fees and costs.

5.4 Lessee further agrees to indemnify and hold Lessor harmless from and against any and all actions, suits, claims and demands for damage of any kind from anyone, including Lessee, which might arise by virtue of Lessor leasing these premises without going to bid or without clear title thereto or allegedly without complying with Oregon law.

5.5 Lessee further agrees to defend Lessor, its agents and employees against any such

claims and to further reimburse Lessor for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though no suit or action is instituted.

SECTION 6. RIGHT OF ASSIGNMENT

Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease or any interest herein or permit any other person or persons whomsoever to occupy the demised premises without the written consent of Lessor obtained in any special, emergency or regular meeting of the Clatsop County Board of Commissioners, such consent to be in Lessor's sole discretion. This Lease is personal to said Lessee. Lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law or under or by virtue of any execution or legal process, attachment or proceedings instituted against Lessee or in any other matter, except as above mentioned.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

With respect to any work performed by Lessee on or to the premises, Lessee shall be an independent contractor and will be responsible for any Federal or State taxes applicable to services rendered by contractor, his employees and agents and will not be eligible for any benefits as a result of payments pursuant to this Agreement for Federal Social Security, State Workers' Compensation, Unemployment Insurance or Public Employees' Retirement System benefits.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. It shall be lawful for Lessor, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof or any other lawful purpose.

8.2. In the event Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by Lessor.

8.3. Any waiver by Lessor or any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

8.4. Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid and if intended for Lessor herein, addressed to Lessor **c/o Clatsop County Administrator, P.O. Box 179, Astoria, Oregon 97103** and if intended for Lessee herein, addressed to Lessee **c/o Harold A. Snow, Attorney, P.O. Box 508, Astoria, Oregon 97103**. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Certified Mails.

8.5 Lessee will not make any unlawful, improper or offensive use of said premises; they will not suffer any strip or waste thereof; they will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done or about said premises in any way tending to create a nuisance; they will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as Lessee may be licensed by Law to sell and as may be herein expressly permitted; nor will they permit to be sold any controlled substance on or about said premises.

8.6. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.

8.7. Lessee agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to Lessee's use of the demised premises.

8.8 In construing this Lease, it is understood that Lessor or Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes hereof apply equally to corporations and to individuals.

SECTION 9. REPORTS AND PLANS

9.1 On or before January 1st of each year, Lessee shall provide Lessor with a report, in a form acceptable to Lessor, of Lessee's use of the property for the previous calendar year. The report shall include, but need not be limited to, the financial situation of Lessee, organizations using the premises and number of users served, improvements and repairs made, proposed development strategy, and anticipated changes for the ensuing year's program.

9.2 On or before January 1, 2005, and every five (5) years thereafter, Lessee shall present Lessor with a five year plan for the improvement and maintenance of the property and funding sources for such improvement and maintenance. The five-year plan shall also address continued programming for youth and adults and the continued use of the facility as a camp.

Lessor shall have the right to require changes in the plan if it does not provide for reasonable maintenance of the property and improvements, or provide camping programs for youth.

SECTION 10. DEFAULT

10.1 Events of Default. A default will occur upon the failure of Lessee to comply with any term or condition or fulfill any obligation of the lease within 60 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 60 day period, this provision shall be complied with if Lessee begins correction of the default within the 60-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.2 Remedy. If the event of a default the lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the lease is terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement on the date first set out above.

Lessor:

Clatsop County Board of Commissioners



County Administrator

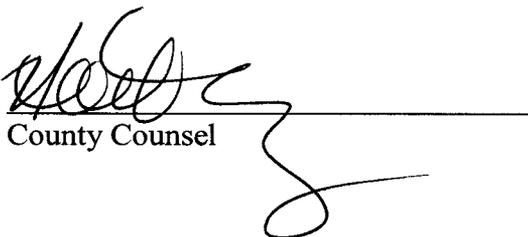
Lessee:

Camp Kiwanilong Board, Inc.



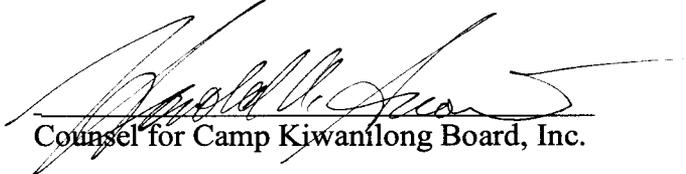
President

Approved as to form:



County Counsel

Approved as to form:



Counsel for Camp Kiwanilong Board, Inc.

CAMP KIWANILONG

Beginning at the Northeast corner of Long Lake Estates Subdivision as recorded in Town Plat Book 14, pages 50 and 51, Clatsop County Plat Records, said point bearing S89°33'59"W 385.02 feet from the Southeast corner of the William Hobson D.L.C. No. 42, in Section 20, Township 8 North, Range 10 West, Willamette Meridian, said point being the Initial Point of said Long Lake Estates and also being on the westerly right of way of Ridge Road, and being the **true point of beginning** of the parcel herein described;

Thence Westerly along the North line of said Long Lake Estates to the Easterly ordinary high water line of Long Lake;

Thence Southerly along the Easterly ordinary high water line of Long Lake to the South end of said lake;

Thence Northerly along the Westerly ordinary high water line of Long Lake to the Northeast corner of Lot 1 Long Lake Properties;

Thence Westerly along the North line of Lot 1 Long Lake Properties to the Northwest corner thereof;

Thence Southeasterly along the Westerly line of said Long Lake Properties Subdivision to a point that is 275 feet North (when measured at right angles) of its intersection with the North Right of Way of Delaura Beach Road;

Thence Westerly, parallel to said Delaura Beach Road to the East line of that roadway dedicated to the public by Clatsop County in Deed Book 357 page 505, Clatsop County Deed Records, and surveyed by Robert A. Hovden, County Surveyor and recorded as CS# 8753, Clatsop County Survey Records;

Thence Northerly along the East line of said public Road to its intersection with the South line of the William Hobson D.L.C. No. 42;

Thence Westerly along the Southern line of said Hobson D.L.C. to the Northwest corner of Partition Plat 1998-017, Clatsop County Plat Records;

Thence Southerly along the Westerly boundaries of Partition Plat 1998-017, Deed Book 728 page 526, and Lienenweber Lake Estates No. 3, to the intersection with the North line of that certain parcel conveyed to Guild by Clatsop County in Book 409 page 551, Clatsop County Deed Records;

Thence Westerly along said North line and the westerly extension thereof to the East line of that 100-foot strip commonly known as Burma Road and as described in Book 174, page 50, Clatsop County Deed Records;

Thence Northwesterly along the East line of said Burma Road to the South line of that tract of land described as Parcel 1, recorded in Book 230, Page 485, Clatsop County Deed Records;

Thence Northeasterly along the South line of said Parcel 1 to the Southwest corner of that tract of land described in Book 326 Page 185, Clatsop County Deed Records;

Thence Northeasterly along the South line of said Book and Page to the Northwest corner of that tract of land conveyed to Clatsop County by the State of Oregon and described in Book 873 Page 519, Clatsop County Deed Records;

Thence along the Westerly and Southerly boundaries of said County Parcel to a point that is 380 feet Westerly of (when measured at right angles) to Engineer's centerline station 184+65.27 of the Ridge Road;

Thence Easterly to a point on the Westerly Right of Way of said Ridge Road, opposite of and at right angles to said Engineer's centerline station;

Thence Southeasterly along the Westerly Right of Way of Ridge Road to the point of beginning.

1 IN THE BOARD OF COUNTY COMMISSIONERS
2 FOR CLATSOP COUNTY, OREGON
3

4 IN THE MATTER OF CONSENTING)
5 TO A RENTAL AGREEMENT) RESOLUTION
6 BETWEEN CAMP KIWANILONG AND) AND ORDER
7 WARRENTON-HAMMOND SCHOOL)
8 DISTRICT)
9

10 WHEREAS, Clatsop County entered into a 99-year Lease agreement with
11 Camp Kiwanilong, in 2004, providing for camp facilities and youth
12 activities; and
13

14 WHEREAS, Camp Kiwanilong received a request from Warrenton-
15 Hammond School District No. 30 to rent the camp premises for the 2020-
16 21 school year providing for educational programs; and
17

18 WHEREAS, the lease between the County and Camp Kiwanilong requires
19 written consent from the Board of County Commissioners for any other
20 use then camp facility and youth programs; and
21

22 WHEREAS, Section 6 of the lease also requires written consent from the
23 Board of County Commissioners to permit any other use or occupancy;
24

25 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the
26 Clatsop County Board of Commissioners consent to the rental agreement
27 between Camp Kiwanilong and the Warrenton-Hammond School District
28 No. 30 from September 8, 2020 and June 17,2021 and to name Clatsop
29 County as additional insured.
30

31 Dated this _____ day of August 2020
32
33

34 BOARD OF COUNTY COMMISSIONERS
35 FOR CLATSOP COUNTY, OREGON
36

37 _____
38 Kathleen Sullivan, Chair
39
40
41
42

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title: Homeland Security Grant – Communications Plan

Category: Consent Calendar

Prepared By: Tiffany Brown, Director

Presented By: Tiffany Brown, Director

Issues Before the Commission: Approve Contract for the 2019-20 SHSG Grant Award

Informational Summary: This project involves creating a communications plan that will serve all jurisdictions in Clatsop County by providing a comprehensive picture/assessment of the current public safety communications system used by first responders to include information about the infrastructure: Inventory, ownership, locations, frequencies, leadership, and any outstanding gaps/needs.

Generally speaking, this plan will serve as a seminal document for creating a common operating picture and understanding of the communications system in order to better address associated challenges. It will also provide a foundation for the County and other local governmental bodies to apply for funding and move forward with projects aimed at a more resilient and effective system.

Much of the technical work has already been completed though some remains; the bulk of the project will entail synthesizing information from a variety of sources into a comprehensive plan.

Project Elements

- Perform a tower/system assessment at the County EOC to align the data with that red regarding all other communications sites in the county
- Synthesize new and existing data into a plan template, identify gaps, and gather any missing information.
- Develop a map of all locations and any other useful visual aids.

- Interview all end users to gather information regarding the areas identified as well as conversations about jurisdictional challenges.

Project Outcomes

- Creates eligibility for communications equipment grants.
- Supports advancement of consolidated 911 by providing a common operating picture for current and future stakeholders.
- Aligns data available about County EOC with other comms equipment information.

Fiscal Impact: The award amount is \$60,000 with no hard match.

Options to Consider:

1. The Board approves the agreement.
2. The Board chooses not to approve the contract.

Staff Recommendation: Option #1

Recommended Motion:

"I move that we approve the contract for the 2019-20 State Homeland Security Grant award and authorize the Chair to sign."

Attachment List

- A. Resolution & Order/Schedule A
- B. C7379 – Homeland Security Grant agreement between Clatsop County and Oregon Military Department.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLATSOP COUNTY
\$60,000
Grant No: 19-215**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Clatsop County** hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on **September 30, 2020** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$60,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2019 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2019 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2019 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and

regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

c. **Subagreement indemnity; insurance.** Subrecipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient’s subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient’s contractor(s) nor any attorney engaged by Subrecipient’s contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively “State”), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient’s contractor is prohibited from defending State or that Subrecipient’s contractor is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient’s contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient’s Legal Counsel

Date _____

Subrecipient Program Contact:

Tiffany Brown
Director of Emergency Management
Clatsop County Emergency Management
899 Exchange St; Ste 408
Astoria, OR 97103
503-338-3774
tbrown@co.clatsop.or.us

Subrecipient Fiscal Contact:

Tiffany Brown
Director of Emergency Management
Clatsop County Emergency Management
899 Exchange St; Ste 408
Astoria, OR 97103
503-338-3774
tbrown@co.clatsop.or.us

STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management

By _____

Name _____
(printed)
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date September 5, 2019

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Natalie Day
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3931
natalie.day@state.or.us

Exhibit A
Grant No: 19-215
Subrecipient: Clatsop County

I. Project Description

Project Title: Clatsop County Communications Plan

This project will create a comprehensive, countywide communications plan.

II. Budget

Planning	\$ 60,000
Total	\$ 60,000

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

- D. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- E. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.
- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit

overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- X. Environmental Planning and Historic Preservation.** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation review process. If ground disturbing activities occur during construction, sub-recipient will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify Oregon Office of Emergency Management, and DHS/FEMA.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMW-2019-SS-00068-S01
 - (iv) Federal Award Date: September 1, 2019
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2019 to September 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$60,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$60,000
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$60,000
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$7,327,500
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 12%
2. Subrecipient's indirect cost rate: 0% *The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

1 IN THE BOARD OF COUNTY COMMISSIONERS
2
3 FOR CLATSOP COUNTY, OREGON
4

5 In the Matter of Adjusting the FY2019-20)
6 Budget and Increasing Revenue and)
7 Appropriations for the Emergency Management) RESOLUTION AND ORDER
8 Budget due to a new grant award)
9

10 WHEREAS, the Oregon Military Department, acting by and through the
11 Oregon Office of Emergency Management, has awarded Clatsop County
12 Emergency Management a State Homeland Security Grants (SHSG) in the
13 amount of \$60,000 to provide funding for a countywide communications plan;
14

15 WHEREAS, adjustments in the FY 2019-20 budget are necessary to
16 properly receive the revenue from said grant and make appropriations for the
17 project, as described in Schedule 'A' hereto and incorporated herein by
18 reference, which were not anticipated in the FY2019-20 budget preparation; and
19

20 WHEREAS, expenditure of supplemental grants is exempt from the
21 supplemental budget procedure under ORS 294.326(2), however, such
22 expenditure is lawful only after enactment of a Resolution and Order
23 appropriating such grant monies; now, therefore
24

25 IT IS HEREBY RESOLVED AND ORDERED that the FY2019-20 revenues
26 and appropriations for the Emergency Management Division fund be increased as
27 described in Schedule 'A', attached hereto and incorporated herein by reference.
28

29 APPROVED AND ADOPTED this 12th day of August, 2020.
30

31 BOARD OF COUNTY COMMISSIONERS
32 FOR CLATSOP COUNTY, OREGON
33
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37 Kathleen Sullivan, Chairperson
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42 Page 1 of 2 – RESOLUTION AND ORDER

1 SCHEDULE "A"

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3 ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN
4 ORGANIZATION UNITS WITHIN THE SAME FUND
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<u>Organization Unit/Fund</u>	<u>Increase</u>	<u>Decrease</u>
SHSG Grant (001/2750/81-4340)	\$ 60,000	
Open Area & Shelter Assessment (001/2750/82-2450)	\$ 60,000	

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11 Comment: The Emergency Management Division (EMD) recently received a State
12 Homeland Security Grant (SHSG) planning grant in the amount of \$60,000 from the
13 Oregon Office of Emergency Management. EMD will use the monies to contract with a
14 planning consultant who will assist with development of a countywide communications
15 plan.
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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

August 12, 2020

Issue/ Agenda Title: Adopt Proposed Fee Schedule for Public Health Services and Assessment & Tax Services to be implemented August 13, 2020

Category: Business Agenda

Prepared By: Monica Steele, Assistant County Manager

Presented By: Monica Steele, Assistant County Manager

Issues Before the Commission: Allow the opportunity for public comment pursuant to ORS 294.160 and following any public comment adopt the proposed County Public Health and Assessment & Taxation Fee Schedules to become effective on August 13, 2020.

Informational Summary: The attached proposed fee schedule is for the Public Health and Assessment and Tax departments. The need for these adjustments within each department is a result of departmental evaluation of the existing fees to ensure the existing fees are covering the cost to provide the services, assessing a fee for new or additional services being provided, and a need for assessing the cost of the fee assessed by and passed through to DEQ.

The County-wide fee schedule was brought before the Board in June and these fees were overlooked in the previous evaluation process. For some fees, the proposed increases are more significant than others as a result of these fees not having seen increases in a number of years to reflect the increases in providing these services. The proposed fee changes are reflected in the attached fee schedule in red.

Fiscal Impact: The fiscal impact for these fees will be increased revenues to cover the cost to perform these specific services as well as covering the increases in material costs.

Options to Consider:

1. Allow the opportunity for public comment and adopt the proposed fee schedule presented to the Board.
2. Allow the opportunity for public comment and adopt the proposed fee schedule Board revisions.

3. Allow the opportunity for public comment and maintain the existing fee schedule currently is.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board adopt the proposed fee schedule to be implemented effective August 13, 2020 as presented."

Attachment List

- A. Resolution and Order
- B. Proposed County-wide Fee Schedule - August 13, 2020

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)
ESTABLISHING FEES FOR CLATSOP)
COUNTY.)

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on August 12, 2020;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective August 13, 2020.

Adopted this 12th Day of August 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Kathleen Sullivan, Chair

Page 1 of 1 - RESOLUTION AND ORDER

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

SUBJECT: Fees and Charges for County Services

DATE: February 13, 1995 **REVISED:** August 2020

Adopted by Board Resolution August 12, 2020 Fees effective August 13, 2020

POLICY

This fee schedule has been authorized as provided by Section 1.04.040 of the Clatsop County code.

Any fee set by statute not appearing in this schedule may be subject to collection accordingly.

C. ASSESSOR FEES

Assessor

Maps

Public Agency or representative of public agency: Half Price

Assessor

Plats

1-2 per order\$15

Extra Units.....\$8

Reproduction of Material

Sales Data Subscription: Annual (1 per month)\$350

Tax Receipt Copies (minimum) 75 cents

Data Export Queries \$60

Network Equipment Usage \$60 per hour

Assessment and Tax Roll and Clerk Records Cost Recovery

Single Remote Access Fee for A&T/C&E applications. \$600 per month

Lookup Access Onlyminimum \$5/month and \$.30 per additional lookup

Fees Set by Law

Warrant Fees \$20 or cost, whichever is more

Lien Search Fee – year 1 Set by Statute

Lien Search Fee – subsequent years..... Actual cost

Foreclosure Penalty5 percent of total judgment taxes

Garnishee Research Fee Set by Statute

Research Fee per Document, plus 25 cents per copy..... \$4.75

Research Fee per Quarter Hour\$15

Foreclosure Report Fee.....\$120

Delinquent Tax Report Fee\$120

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Consolidations (Cancel and Combine)	\$35
Proration of Value request (Deeds)	\$35
Subdivisions/Partitions/Condos.....	\$120
Room Tax Determination Fee	\$ 80
Short Term Rental Application & Neighbor Notification Fee	\$550
Re-Inspection Following 2nd Inspection Fee	\$125 per additional inspection
Ownership Transfer Only (no structural changes since issuance of permit)	\$50
Ownership Transfer and Re-Inspection.....	\$300
Enterprise Zone Processing Fee.....	\$150

Farm/Forest

Deferral Reapplication Fee	\$75
Application Fee.....	\$75
Small Tract Late Filing Fee	Set By Statute
Disqualification Fee	\$150
Calculation of Est. Deferred Taxes.....	\$150

Conservation Easement Application Fee Set By Statute

Exemptions

Processing Fee for Special Org	\$75
Late Filing Fee.....	Set By Statute
Veteran Late Filing Fee	Set By Statute
Leased Property Application Fee.....	\$75
Open Space Application	\$250
Open Space Disqualification.....	\$250

Manufactured Structures

Exemption Fee.....	\$75
Un-exemption Fee	\$75

Other Fees

Taxing District Boundary Expansion/Withdrawal.....	\$2,500
New Urban Renewal Plan Set Up.....	\$2,500
Amended Urban Renewal Plan Set Up	\$2,500
Name Suppression	\$15
Certification of Charges Paid	\$15

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

SUBJECT: Fees and Charges for County Services

DATE: February 13, 1995 **REVISED:** June 2020

Adopted by Board Resolution August 12, 2020 Fees effective August 13, 2020

POLICY

This fee schedule has been authorized as provided by Section 1.04.040 of the Clatsop County code.

Any fee set by statute not appearing in this schedule may be subject to collection accordingly.

M. PUBLIC HEALTH SERVICES

Licenses are purchased on a calendar year basis January – December.

Proration of half the annual fee occurs October 1.

FOOD SERVICE

Full Service Restaurant Fees are based on Seating Criteria

0-15 Seats	\$495
16-50 Seats	\$560
51-150 Seats.....	\$630
Over 150 seats.....	\$700
Bed & Breakfast.....	\$205
Limited Service Restaurant	\$280
Commissary.....	\$350
Mobile Unit (Class 1 or 2)	\$170
Mobile Unit (Class 3 or 4).....	\$190
Warehouse	\$140

*A license expires annually on December 31.

To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.

PLAN REVIEW FOR FOOD SERVICE

INITIAL CONSTRUCTION

Full Service Restaurant	\$180
Bed & Breakfast	\$115
Limited Service Restaurant	\$115
Commissary.....	\$180
Mobile Unit (Class 1 or 2).....	\$115
Mobile Unit (Class 3 or 4).....	\$125

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Warehouse\$75

REMODELING

Full Service \$135

All Other Food Facilities \$75

Bed and Breakfast \$115

Limited Service Restaurant \$115

Commissary \$180

Mobile Units: Class 1 or 2 \$115

Mobile Units: Class 3 or 4 \$125

Warehouse \$75

New Owner Admin Fee \$75

TEMPORARY RESTAURANT LICENSES

Single Event:

One day\$55

Two or more days..... **\$100**

Benevolent Organization Administrative Annual Fee..... \$25

OPERATIONAL PLAN REVIEW

*Required for Intermittent & Seasonal Licenses..... \$60

Intermittent: 30 days \$100

Seasonal: 90 days \$100

HOURLY RE-INSPECTION FEE

*Charged in 15-minute increments \$100

TOURIST FACILITY

Bed & Breakfast \$90

Travelers Accommodation.....\$90

Organizational Camp..... \$95

Picnic/Recreational Park \$90 base, plus surcharge per spaces, see below

\$3.00 per space For 1-50 spaces, plus

\$2.50 per space For 51-100 spaces, plus

\$2.00 per space For over 100 spaces

CHANGE OF OWNERSHIP FEE \$75

*A license expires annually on December 31.

Facilities that renew later than January 15th will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency.

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

SWIMMING POOL & SPA

First Pool/Spa.....	\$150
Each additional Pool/Spa	\$90

Plan Review for Pool/Spa	\$350
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OTHER FEES

Day Care Inspections	\$175
Schools-Full Service.....	\$110
Schools-Satellite	\$70
Head Start.....	\$110
Inspection for School Lunch Program	\$55
Food Handlers Training	\$10
Duplicate Food Card Fee	\$5

Hourly Environmental Health rate:

Social/Mass Gathering Event	\$100
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Tobacco Retail License	\$350
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*A license expires annually on December 31.

To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.

COMMUNITY HEALTH & FAMILY PLANNING

*IMMUNIZATIONS

Child Immunizations (0 through 18 yrs)

Private Fee Ins. 1st Shot	\$60.00 + cost of vaccine
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Additional Shots	\$30.00 + cost of vaccine
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Child Immunizations (0 through 18 yrs)..... State supplied vaccine fees will be waived if qualified

Adult Immunizations (19 yrs and older)1st Shot	\$60.00 + cost of vaccine
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Additional Shots	\$30.00 + cost of vaccine
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**OFFICE VISITS

CD/STD Screening Visit Short Established.....	\$110
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CD/STD Screening Visit Short New	\$150
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CD/STD Counseling Visit Established	\$150
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CD/STD Counseling Visit New	\$200
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CD/STD Counseling Visit Long Established	\$200
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CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

CD/STD Counseling Visit Long New	\$250
CD/STD Screening Visit Extended Comprehensive Established	\$250
CD/STD Screening Visit Extended Comprehensive New	\$300
CD/STD Screening Visit Extended Complete Established	\$300
CD/STD Screening Visit Extended Complete New	\$350

***FAMILY PLANNING OFFICE VISITS

Office Visit Short Established	\$110
Office Visit Short New	\$150
Counseling Visit Short Established	\$150
Counseling Visit Short New	\$200
Office Visit Long Established	\$200
Office Visit Long New	\$250
Office Visit Extended Comprehensive Established	\$250
Office Visit Extended Comprehensive New	\$300
Office Visit Extended Complete Established	\$300
Office Visit Extended Complete New	\$350
DMAP Visit Fee	\$135
CCARE Fee	\$150
Vasectomy Counseling	\$165
Vasectomy Procedure	\$800
IUD Insertion	\$200
IUD Removal	\$220
Implant Procedure; Insertion -or- Removal	\$360
Implant Removal with Reinsertion	\$700
Depo Provera Injection	\$60
Slide Pap Smear 21-24 yr olds and > 30	Actual Cost
Liquid Paps 24-30 yr olds	Actual Cost
Liquid Paps w/ HPV Reflex 24-30 yr olds	Actual Cost
HPV Digene 21-24 yr olds and > 30	Actual Cost

SUPPLIES

CCARE Drugs (ORS)	Actual Cost
CCARE Lab Tests (ORS)	Actual Cost
Condoms Female 3 pack	Actual Cost
Condoms	Actual Cost
Condoms Non-latex (box 6)	Actual Cost
Contraceptive Foam	Actual Cost
Contraceptive Jelly	Actual Cost
Cycle Beads	Actual Cost

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Fluconazole	Actual Cost
Mirena / Paragard IUD	Actual Cost
Lutera	Actual Cost
Depo Provera Injection	Actual Cost
Diaphragm	Actual Cost
Nexplanon	Actual Cost
Metronidazole	Actual Cost
Nuva Ring	Actual Cost
Ortho Cyclen	Actual Cost
Ortho Micronor	Actual Cost
Ortho TriCyclen	Actual Cost
Ortho TriCyclen Lo	Actual Cost
Plan B One Step	Actual Cost

LABS

Orasure Test Kit	Actual Cost
Sulfamethoxazole tablets	Actual Cost
Venipuncture Test Kit	Actual Cost
Chlamydia/Gonorrhea Test (urine)	Actual Cost
Chlamydia/Gonorrhea Test (rectal/phar)	Actual Cost
Hemoglobin.....	Actual Cost
Hep A Total	Actual Cost
Hep B IgM	Actual Cost
Hep Bc AB.....	Actual Cost
Hep Bs AB.....	Actual Cost
Hep B AG	Actual Cost
Hep C Screen.....	Actual Cost
HIV.....	Actual Cost
Measles / Rubeola	Actual Cost
Mumps IgG.....	Actual Cost
Orasure Test.....	Actual Cost
Pap Smear	Actual Cost
Pregnancy Test.....	Actual Cost
QuantiFERON	Actual Cost
Syphilis	Actual Cost
Urinalysis.....	Actual Cost
Venipuncture	Actual Cost
Wet Mount	Actual Cost

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

OTHER CHARGES

Vital Statistics Certified Copy Set by ORS 432.146

Medical Record Copy \$5 per ¼ hour plus 25 cents per page

Minimum request Fee for Medical Record \$5

*Immunizations Note: Per Oregon Health Authority guidelines, state provided vaccines will be used for all who qualify. Otherwise, all immunizations charges are actual cost. All current prices are subject to change due to acquisition changes.

**Office Visits Note: Clinic Staff will determine if you are eligible for low cost or no cost counseling, laboratory services and / or medications based on Oregon Public Health Division programs.

***Family Planning Office Visits Note: Per the Federally approved Family Planning sliding fee scale will be applied when appropriate to CCare and Title X clients.

****Supplies Note: Cost of supply + shipping/handling charges and shelving cost (10 percent above cost, shipping and handling). All current prices are subject to change due to acquisition changes.

****Lab Note: All lab tests are actual cost. All current prices are subject to change due to acquisition changes.

BABIES FIRST

Babies First Services – State Set \$310.42

CaCoon (Care Coordination) – State Set \$310.42

The current fee charged for Babies First and CaCoon is \$460.36 per visit. However, the County must provide a revenue match that adjusts this fee downward to what the County actually keeps.

ONSITE WASTEWATER MANAGEMENT

RESIDENTIAL FEESCounty DEQ..... Total Fee

New Site Evaluations

Single Family Dwelling – First lot..... \$750 \$100 \$850

Each additional lot evaluated during initial visit \$750 \$100 \$850

Construction Installation Permits

New Construction-Standard trench, redundant, absorption in Saprolite, steep slope, aerobic \$1100 \$100 \$1200

New Construction-Alternative Treatment Tech (ATT), capping fill, pressurized, tile dewatering \$1350 \$100 \$1450

New Construction-Sand filter bottomless, recirculating gravel \$1650 \$100 \$1750

New Construction-Install holding tank \$950 \$100 \$1050

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

New gray water disposal sump	\$495	\$100	\$595
Pump or siphon system needed-in addition to permit fee	\$80	\$100	\$80 -\$180
Repair Residential-Minor (tank to distribution box)	\$290	\$100	\$390
Repair Residential-Major (drain field).....	\$590	\$100	\$690
Alterations-Minor (tank to distribution box)	\$300	\$100	\$400
Alterations-Major (drain field)	\$610	\$100	\$710
Reinstatement, Transfer, Renewals			
(original permit within 1 yr of expiration)-No visit	\$175	\$100	\$275
Reinstatement, Transfer, Renewals-Visit.....	\$570	\$100	\$670

Other Onsite Activities

Authorization Notice-no visit	\$175	\$100	\$275
Authorization Notice-Visit			
(required on systems greater than 10 years old)	\$675	\$100	\$775
Existing System Evaluation-Visit (includes time of sale inspection, planning review, other system evaluations)	\$200	\$100	\$300
Mobile Hardship Renewal Authorization			

Field visit required	\$360	\$100	\$360 \$460
No field visit required	\$175	\$100	\$175 \$275

Miscellaneous

Research fee per quarter hour	\$20		\$20
Ordinance 901 Septic System Review	\$130		\$130
Records request fee, plus .25 cents a copy	\$4		\$4
EH field time (re-inspections, compliance) hourly, prorated at 15-minute increments	\$300		\$300

COMMERCIAL FEES..... County Fees Based on Gallons Per Day (gpd) DEQ

New Site Evaluations First 1000..... 1001-1500..... 1501-2000..... 2001-2500

Commercial Facility System					
-First 1,000 gallons projected flow	\$750	\$935	\$1125	\$1320	\$100

Construction Installation Permits First 1000..... 1001-1500..... 1501-2000..... 2001-2500

New Construction-Standard trench, redundant, absorption in sapolite, steep slope, aerobic	\$1100	\$1200	\$1310	\$1415	\$100
New Construction-Alternative					

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Treatment Tech (ATT), capping fill, pressurized, tile dewatering.....	\$1350	\$1430	\$1515	\$1600	\$100
New Construction-Sand filter bottomless, recirculating gravel.....	\$1650	\$1800	\$1860	\$1960	\$100
New Construction-Install holding tank	\$1050	\$1100	\$1150	\$1250	\$100
New gray water disposal sump	\$495	\$600	\$700	\$800	\$100
Minor Repair Permit (tank to distribution box)		\$500			\$100
Major Repair Permit (drain field)		\$1100			\$100
Reinstatement, Transfer, Renewals (original permit within 1 yr of expiration)-No Field visit		\$175			\$100
Reinstatement, Transfer, Renewals- Field Visit		\$570			\$100

Other Onsite Activities

Authorization Notice-no visit	\$175				\$100
Authorization Notice-Visit (required on systems greater than 10 years old)		\$675			\$100
Existing System Evaluation Visit (includes time of sale inspection, planning review, other system evaluations).....		\$200			\$100
Pumper Truck Inspection					\$110
each additional truck per same visit					\$55
Annual Holding Tank Report Fee					\$31
Annual Operation & Maintenance Report Fee					\$62

Miscellaneous

Research fee per quarter hour.....					\$20.00
Records request fee, plus .25 cents a copy					\$4
EH field time (re-inspections, compliance) hourly, prorated at 15-minute increments.....					\$300